

# Co-op Coalition Survey: Repair Responsibility (1-2021)

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Thanks to the 14 co-operatives who responded to the original request and the one-week extension. The initial request and the table below present the responses, some of which are very extensive.

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Sent: Mon, Jan 11, 2021 3:32 pm  
Subject: CO-OP SURVEY - REPAIR RESPONSIBILITY (MGR) (DUE 1-22)

A coalition member wants to know about your co-op's policy on unit owner responsibility vs. the co-op's responsibility for covering repair costs and the language used for the policy. Please reply by 1/22/2021.

Thanks in advance for helping another coalition member. The background and request follows:

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I have been tasked with drafting a revision to our House Rules that addresses unit owner responsibility vs. co-op responsibility for covering repair costs and/or insurance deductible when the source of the issue is within a specific unit or within the unit owner's control. This is usually plumbing, but it could be another utility or even a resident behavior.

Several years ago a speaker at DCCHC's Annual Meeting addressed the issue and I am hoping that another coop has language that they are willing to share with us.

DC Cooperative Housing Coalition  
[www.CoopsDC.org](http://www.CoopsDC.org)

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>40	<p>Our general policy is that the shareholder is responsible for everything from the walls/floors/ceiling of the unit in and the coop is responsible for behind the walls/under the floors/above the ceilings. Shareholders have a duty to notify the Board of any repairs that they believe are the building's responsibility within 60 days and non-emergency repairs must be approved by the Board before they are completed at the building's expense. Once the repair is approved the shareholder has 1 year to complete the repair or the shareholder becomes responsible for the cost of the repair.</p> <p>If the shareholder fails to notify the Board of an issue within 60 days, the shareholder may be responsible for deterioration caused by the delay as determined by the Board.</p>
>40	<p>We have general language in the lease that stipulates that the lessor is required to maintain the public portions of ground and building in good condition and repair, and keep public halls and stairs properly lighted, the building properly heated and supply water to all parts of the building. Also in the lease are stipulations regarding damage caused by leaks in the roof are to be borne by the lessor, but any damage caused by leaking radiators, refrigerators, garbage disposals or other causes from within another</p>

	<p>apartment are to be borne by the lessee from whose apartment said damage was caused. There is an exception regarding concealed pipes or plumbing. Damage caused by the risers that provide water or steam has always been considered a building expense. While not specifically mentioned in the lease, our building considers any damage from leaking exterior walls as an expense borne by the building.</p>
>40	<p>We have a one page list of items in our handbook that addresses what is a co-op repair responsibility and what is member repair responsibility. However, I would not recommend this route. For clarity purposes, it would be preferred to list everything that is a co-op responsibility and state that anything not listed is a member responsibility (or vice versa).</p> <p>A couple unique situations to note:</p> <ol style="list-style-type: none"> <li>1. <i>Snaking pipes (e.g. bath/kitchen sink): For snaking of pipes, it is the member's responsibility to have a plumber service the unit. If the clog is found to be in the stack it is the cooperative's responsibility to pay, if it is in the unit's pipes, it is the member's responsibility.</i></li> <li>2. <i>Repair of plaster ceiling and walls caused by toilet and tub pipes (or waste lines only): If the damage is found to be from age of old pipes, it is the cooperative's responsibility. If the pipes have recently been replaced and the damage is caused by poor installation, it is the unit owners responsibility.</i></li> </ol> <p>Lastly, we recently voted to make window replacement a member responsibility (previously a co-op responsibility). Lead was found by DOEE in a unit's windows and because replacement was a co-op responsibility at the time - and replacement was the only viable mitigation strategy - the co-op got hit with a big bill. We disclosed the lead possibility in other unit windows and gave our membership the option to collectively replace <u>all</u> windows (a hefty price tag) OR vote to make windows a unit-owner responsibility. Membership opted for the latter and the following language was added to our handbook to ensure consistency throughout the building as well as alignment with DC requirements:</p> <p><i>All window replacement projects require board approval. Members must replace widows in-kind using &lt;make, model and manufacturer used during lead-replacement project&gt;, or equal, to ensure building-wide consistency. Because &lt;co-op&gt; is sited within &lt;historic district&gt;, members - or their contractor - must apply for and receive a building permit per DC's Office of Planning Repair and Replacement Guide: Preservation and Design Guidelines before work may commence.</i></p>
>40	<p>This is the language we have in our house rules:</p> <ol style="list-style-type: none"> <li>21. Any damage to the building or another unit due to negligence on the part of a member in maintaining their appliances and fixtures in good working order will be the sole responsibility of that member. (added Jan. 2018)</li> <li>22. Each Member is responsible for reporting any maintenance problems when they occur, such as leaking pipes, overflowing toilets, power outages, etc.</li> <li>23. When maintenance problems do occur, the Member must contact the management firm immediately. Members can notify the management company via the online portal, phone or email. (updated Jan. 2018)</li> </ol>
>40	<p>This material comes from the House Rules document).</p> <p><b><u>A. Plumbing and Radiators</u></b></p> <ol style="list-style-type: none"> <li>1. The Cooperative is responsible for the upkeep of the radiators and radiator controls. Residents must report all leakages or malfunctions to the Board immediately. If malfunction/leakage is not reported in a timely fashion, the Cooperative assumes no responsibility for damage to the owner's unit or any other unit.</li> <li>2. The Cooperative is responsible for plumbing beneath the floor or within the walls</li> </ol>

	<p>and for damage resulting from failures of these systems.</p> <ol style="list-style-type: none"> <li>3. The Cooperative is responsible for damage due to roof leaks or from leaks in the external walls.</li> <li>4. Owners are responsible for plumbing above the floor and outside the walls, partitions and chases. If a pipe breaks above the wall or if a sink overflows the owner is responsible for any damage to his/her and other units.</li> </ol> <p><b><u>B. Repairs</u></b></p> <ol style="list-style-type: none"> <li>1. Residents should report to the Board, in writing, any repairs they believe to be the responsibility of the Cooperative. The Board or the Management Company will determine which repairs are the responsibility of the Cooperative and make arrangement for repairs.</li> <li>2. Additional repairs requested by an owner at the time of service that are not the responsibility of the Cooperative, can be completed by the Cooperative's contractor with payment to the contractor of that portion the responsibility of the owner.</li> </ol>
>40)	<p>From our governing documents</p> <p>XIV. RESPONSIBILITIES FOR MAINTENANCE AND REPAIRS</p> <p>14.1 The Cooperative is responsible for the maintenance and repair of:</p> <p>(a) The structural, mechanical, electrical, plumbing, and utility components of the building which are not appurtenant to the cooperative shareholder's apartment.</p> <p>(b) The common areas of the building, including the exterior painted surface of entry doors to apartment units.</p> <p>14.2 The individual shareholders are responsible for the maintenance and repair of:</p> <p>(a) The interior of their apartment units, including the surfaces of all floors, walls, ceilings, and doorways; and the cleaning of exhaust fans, if any.</p> <p>(b) All plumbing, lighting and electrical fixtures, light bulbs, bathroom and kitchen appliances, windows, window screens, and individual air-conditioning/heating units (heat pumps) located in the apartment, since all appliances within an apartment become the property of the shareholder upon its acquisition. It is recommended that maintenance and installation work on individually owned equipment be performed by service companies recognized by the manufacturer or by the management company.</p>
40-60	<p>If damages are due to building infrastructure, e.g., main water lines, the building accepts responsibility. If it related to fixtures installed by the owner or prior owner, then it is the unit owner's responsibility.</p>

40-60	<p>Here are the pertinent passages from our House Rules:</p> <p><b>OWNER LIABILITIES</b></p> <p>Although the Association insures the entire building according to principles of sound management, this insurance does not cover the contents of individual apartments. The Association also maintains and is responsible for damages caused by all building system components (including, but not limited to, main drain and main water supply lines, heating, and electrical) located within the walls of the building. Except for those items required to be maintained, repaired, or replaced by the Association, each member shall be responsible for and shall bear the costs of the maintenance, repair, and replacement of their unit, including, but not limited to the following: interior walls, interior surface ceilings, walls and floors, tile, carpeting, other floor coverings, hardwood floor, and sub-flooring, if any, above the joists upon which the flooring rests; entrance doors and door locks and hardware; windows; fixtures; kitchen and bathroom fixtures, appliances and equipment; the unit's heating/cooling system (when not related to the building's original main systems), including the air handling unit, compressor, cooling coil, and thermostat serving that unit, if any, whether located in or outside the boundaries of the unit; and water and sewage pipes located within the boundaries of the unit and serving only that unit.</p> <p>In accordance with the guidance above, for damage to a member's unit from a building system component (including, but not limited to, water, heating, and electrical) the Association will cover repair costs to bring a unit back to its original (1949) status, but will not cover additions and alterations (new carpeting, art, wall coverings, floors, etc.) when these situations arise. These costs above what the Association will cover are the responsibility of the owner's homeowner's insurance policy.</p> <p>Owners are responsible for damage to their apartment, common area, and other member's apartment(s) including their personal property from all causes of loss that originate within their apartments. Additionally, the owner shall be responsible for paying the deductible on the Association's master insurance policy as a result of any insurance claim originating from the owner's unit. Owners are responsible for promptly paying the costs of any losses to other unit owner(s) where the root cause originated within their apartment and affected other unit owners. There shall be no delay in payment in full for damages caused by such an event beyond 30 days from the date of the incident which harmed another member or the Association.</p> <p>It is the responsibility of each owner to work with their neighbors in resolving insurance claims that do not involve the Association.</p>
40-60	<p>The following is our language in the House Rules outlining responsibility for unit maintenance and repair.</p> <p><b>RESPONSIBILITIES FOR MAINTENANCE AND REPAIR</b></p> <p>The Cooperative is responsible for the maintenance and repair of:</p> <ul style="list-style-type: none"> <li>• The structural, mechanical, electrical, plumbing, and utility components of the building, which are not appurtenant to the Unit Owner's unit.</li> <li>• The common areas of the building, including all interior and exterior surfaces and fittings.</li> </ul> <p>The Unit Owners are responsible for the maintenance, repair, and replacement as follows:</p> <ul style="list-style-type: none"> <li>• Interior of hallway entrance doors and all windows, doors facing the exterior, window screens, window panes; and the unit interior including: the surfaces of all floors, walls, ceilings, and doorways; the cleaning of exhaust fans, if any.</li> <li>• All plumbing that services solely the unit, (wherever located) and lighting and electrical fixtures, light bulbs, bathroom fixtures and kitchen appliances.</li> </ul>

60-90	<p>Our policies on maintenance and repairs laid out both in the Proprietary Lease and the House Rules and Regulations. I've attached both and highlighted the relevant passages  Note: reply to the email transmittal of this report to request a copy of the Lease and/or the House Rules..</p> <p>To summarize, the Cooperative is responsible for covering repairs to common elements, which includes windows and front doors, and the owner is required for covering repairs within the unit. As a general rule, the shareholder is responsible for covering everything "within the four walls" of the apartment, though they are also responsible for covering elements behind the walls that service only their apartments, like pipes and ducts coming off the trunk lines. Owners are required to notify and receive prior consent from the Board before initiating any maintenance or repairs, to include diagnosing potential problems behind the walls. If they do not, the Cooperative may not reimburse them for the costs and/or may fine them for up to \$1,000.</p>
60-90	<p>In general, issues inside the apartment are the responsibility of the unit owner. If a problem stemming from inside an apartment causes damage to another, the owner of the unit causing the damage pays. There have been times when the building has determined that there is shared, or building responsibility for damage that was caused. In those instances, the building pays their share. While not spelled out, the building is responsible for all main plumbing lines, but each owner is responsible for the plumbing to and from those lines for hot and cold water. The heating system except the actual radiator is the responsibility of the building.</p> <p>I am copying sections from our Rules and Regulations, and our bylaws.</p> <p>Following a major misunderstanding of our rules, regarding notice of work to neighbors, and board approval, we are in the process of updating that section to be more specific. We are considering inserting an attachment to the rules that spells out what is required and should be asked of contractors prior to work (i.e. level of noise, odor, length of time, etc.).</p> <p>Rules and Regulations:  UPKEEP AND MAINTENANCE  1. Responsibility  a. In general, the Corporation is responsible for maintenance of the building and grounds as a whole, while owners are responsible for the maintenance of their units as a whole.  b. Responsibility for maintaining the heating system, windows, window air conditioners and electrical service is allocated between the Corporation and the owners as follows:</p> <p>(1) The Corporation maintains the heating system, including radiator valves and vents. Valves should be turned completely on or off, since partial opening tends to wear out inner parts. Replacement of defective or missing radiators is the responsibility of the owner. In the interest of safety, however, removal or replacement of radiators should be done by the Corporation.</p> <p>(2) The Corporation maintains the windows insofar as they are exterior, public equipment, but owners are expected to perform routine window maintenance. If a resident chooses to have a window air conditioner removed and/or stored by [the co-op] on [the co-op's] premises, the corporation will not assume any liability for loss or damage.</p> <p>(3) Window air conditioners are the property of individual owners. As a service to residents,[the co-op] may provide assistance in installing and removing window air conditioners. Owners use this service at their own risk. The unit owner, not [the co-op], is responsible for ensuring that the air conditioner is installed correctly;[the co-op] is not responsible for any damage that occurs during installation of the air conditioner or subsequent to installation. The unit owner is responsible for ensuring that condensation from window air conditioners is not significant, does not pose a risk of damaging [the co-op] building walls, windowsills, or outdoor property, and does not create an annoyance for downstairs neighbors.</p> <p>(4) The Corporation is responsible for adequate electrical service to the building, but</p>

apartment electrical service is the responsibility of the owner, down to and including the circuit or fuse box for the unit.

c. The owner is responsible for maintenance of the floors above the concrete deck, the ceiling below the concrete deck, his/her half of walls adjoining other apartments or Corporation space, all doors leading into the apartment, and all fixtures and furnishings within. Owners must maintain their apartments and in compliance with requirements outlined in [the co-op's] master insurance policy.

d. The Corporation is responsible for:

(1) Damages resulting from malfunction of replaceable building systems.

(2) Damages incurred in the course of repairs carried out by the Corporation.

(3) Damages caused by storm and/or other natural occurrences covered by liability insurance. The Corporation is not responsible for damages resulting from normal wear and tear not covered by liability insurance.

2. Any owner or resident who willfully or negligently, as determined by the Board, causes physical damage to property of the Corporation or to property of any stockholder or occupant, shall be responsible for such damage and within a reasonable time shall make restitution. Anyone using the elevators to move large or sharp objects must make sure the pads are in place. Damage due to negligence may result in a fine of up to \$250. Individuals may be subject to sanctions pursuant to Section II of these Rules and Regulations.

3. Requests for Repairs by the Corporation

a. When it is readily apparent that repairs are the responsibility of the Corporation, or in emergencies, such as to prevent damage to neighbors' health or property, repairs may be undertaken by administrative action. In the latter case, the Board shall subsequently obtain compensation from the responsible owner, b. In cases other than described in (a) above, the owner must present a repair request in writing to the day manager, building manager, or [the co-op] Board. Individual complaints should give as much specific information as possible regarding:

(1) The nature of the problem.

(2) The chronology of the problem (date the problem first began, subsequent developments, etc.).

(3) The complainant's views regarding the cause of the problem (along with supporting evidence).

(4) The complainant's suggestions for handling the problem.

c. The Maintenance Committee will review unresolved written complaints and make recommendations to the Board, which will then vote to accept or reject the recommendations.

4. Except in emergencies, the Corporation will not schedule repairs to apartments whose owners are in arrears to the Corporation, unless the owner and the Board have mutually agreed in writing to a payment contract.

5. Any resident who finds him/herself in conflict with another resident shall make every effort to resolve that conflict by contacting that individual in writing and/or in person. If the parties cannot resolve the problem, they may present the problem, in writing, to the Maintenance Committee. If the Maintenance Committee is unable to resolve the problem, it may be presented to the Board. If, after one hour of debate, the Board is also unable to resolve the matter, it shall be tabled until such time as new information is available.

Access to Apartments and Service Lines to Make Repairs and to Inspect or Treat for Vermin, Insects or Other Pests

a. To ensure emergency access to apartments, owners are expected to provide duplicate keys to management when owners change their locks, they are to notify management and supply new keys. Owners should check, from time to time, to see that management has the correct keys. Any damage resulting from the failure of an owner to supply duplicate keys is the responsibility of the owner. At the owner's request, the Corporation will supply a dated receipt for keys left with management.

b. The Corporation has the right to enter apartments to make repairs and for other appropriate purposes, including for inspection and/or extermination of vermin, insects or other pests. Under normal circumstances, access to apartments shall occur during normal business hours (8 a.m. to 6 p.m.) and shall be arranged with the resident several days in advance. In emergencies, the Corporation has the right to enter at any time

	<p>without notice. Even in emergencies, however, every effort will be made to notify the owner and/or occupant of the unit in advance. If an apartment is so cluttered that emergency repairs cannot be immediately made, or so cluttered that inspection or extermination for vermin, insects or other pests cannot take place within 3 days, [the co-op] may arrange to have the apartment made ready. The costs incurred for making the apartment ready for repairs, inspection, or extermination will be the responsibility of the unit owner.</p> <p>c. Contractors and other workers will not be admitted by the Corporation without notification by the owner or the owner's representative.</p> <p>d. Owners who obstruct access to [the co-op] service lines (i.e., gas, water, steam lines, and shutoff valves) shall pay the costs incurred by [the co-op] in gaining access to the service lines in the course of repair or maintenance and shall be responsible for the cost of repair or replacement of the obstruction.</p> <p>7. Any resident who observes the faulty operation of radiators, gas stoves, electrical equipment, or plumbing should report this immediately to the management. The owner is to be notified as soon as possible. If the faulty operation threatens the health, safety, or property of any resident or the assets of the Corporation, and if the owner does not attend to the problem or is unavailable to attend to the problem, the faulty equipment will be repaired by order of the Corporation and the owner shall pay all costs related to the repairs. Appropriate notice of such repair shall be given the owner/occupant in accordance with the procedure outlined above.</p> <p>8. Leaks of any nature should be reported to the management immediately.</p> <p>9. Shower fixtures shall be installed and/or maintained in a manner so as not to cause overflows, improper spraying, spillage, or leakage. 10. Smoke detectors: Effective January 1, 2016, at least one working smoke detector is required to be installed in every apartment. Once per year, [the co-op's] resident manager will inspect every apartment to verify that the smoke detectors are in working order, replacing batteries as needed. In between inspections, if the resident wants the smoke detectors checked, he/she should make arrangements directly with the Resident Manager. If the smoke detector is electrical (hard wired) and found to be deficient, the owner of the apartment will be required to have it fixed within two weeks of notification of the deficiency, or pay a daily fine until it is fixed. Owners will be notified at least one week in advance of the upcoming inspection of the smoke detectors.</p> <p>From our by-laws:  <b>ARTICLE VII: PROPERTY</b>  <b>Section 1: CARE AND MAINTENANCE</b>  The Board of Directors shall provide for the care and maintenance of the Corporation's property and may employ such labor and purchase such materials and supplies as shall be necessary and pay for the same out of the funds of the Corporation. The upkeep, repair, or improvement of the apartment of each owner or stockholder shall be paid for by such owner or stockholder.  The Board of Directors is authorized to provide for services and personnel to perform custodial, maintenance, financial, management, and other tasks as required in order to provide for the health, safety, and welfare of the Corporation, its assets, property and stockholders. The stockholders retain the right to direct the Board of Directors concerning the scope of such services and personnel.</p>
60-90	<p>Our coop's maintenance and repair policy is as follows:</p> <p><b>Shareholder's Responsibility</b>  Shareholders are responsible for the maintenance and repair of their units, as well as of all equipment, fixtures and appliances located in the unit. Shareholders must keep their units in good order, condition and repair, and in clean and sanitary condition. If a shareholder fails to do so, the Cooperative may perform the necessary repairs and/or maintenance and assess the cost thereof to the shareholder if the repair/maintenance is necessitated by the shareholder's negligence or misuse.</p> <p><b>Cooperatives Responsibility</b>  The Cooperative is responsible for the maintenance, repair and the replacement of the</p>

	<p>common areas, including all interior and exterior surfaces and fittings, and the structural, mechanical, electrical, plumbing, and utility components of the building which are not solely for the use of a single unit. In addition, the Cooperative is responsible for the following maintenance, repair, and replacement within the unit:</p> <ul style="list-style-type: none"> <li>(i) Unstopping vertical stacks (vertical plumbing lines) that affect more than one unit;</li> <li>(ii) Providing exterminator services of the common areas and individual units upon request;</li> <li>(iii) Service and maintenance of individual fan coil units (convectors) for heating and cooling, including replacement of convector filters;</li> <li>(iv) Replacement of fuses and circuit breakers, as applicable;</li> <li>(v) Painting of exterior surfaces of the unit entrance doors; and</li> <li>(vi) Periodic testing and maintenance of smoke detectors within unit and shall immediately notify the property manager whenever a smoke detector is inoperative.</li> </ul> <p>This co-op community has this in their house rules regarding insurance coverage related to liability for repairs:</p> <p>“Shareholders are required to obtain and maintain supplemental insurance coverage, in the usual and customary form for housing cooperatives for the deductible amount of the master insurance policy and to cover theft of, or damage to, their personal property and improvements to the unit supplied or installed by the shareholder. Residents are also advised that the cooperative’s master insurance policy does not provide any coverage for residents’ personal liability. All residents are advised, but not required, to obtain their own insurance coverage for personal liability.”</p> <p>Same community sent this letter regarding proof of insurance and fine for non compliance:</p> <p>Our master insurance deductible is XXX. You are required to carry insurance that covers the deductible. It is also strongly recommended that you get insurance for your own personal property, but that is not required. The Board gave Shareholders six months to provide this documentation with a due date of December 1, 2020. The Board is extending the deadline to provide proof of homeowner insurance two weeks. If you do not provide the proof of insurance by December 14, 2020 you will be charged a special assessment of \$500. There are no exceptions. For the protection and financial security of this Cooperative every Shareholder is required to have supplemental homeowner insurance that covers the deductible of our master insurance policy.</p>
150+	This topic has been discussed but not implemented to date.
375+	We are in the process of trying to get our Board to adopt a policy.