

VICTORIA LAND TITLE OFFICE

Nov-22-2019 16:30:50.001

CA7885671

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 38 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Cora Darlene Wilson 7D69UQ	Digitally signed by Cora Darlene Wilson 7D69UQ
	Date: 2019.11.22 16:08:32 -08'00'

1. CONTACT: (Name, address, phone number)

C.D. Wilson Law Corporation

Barristers and Solicitors

630 Terminal Avenue North

Nanaimo

BC V9S 4K2

Tel: 250-741-1400

File #: 7096.19

Document Fees: \$29.66

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN VIS5963

Related Plan Number: **VIS5963**

Strata Property Act

Form I

AMENDMENT TO BYLAWS

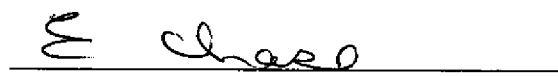
(Section 128)

The Owners, Strata Plan VIS5963 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on November 7, 2019.

See Attached Schedule Amendments to Bylaws



Signature of Council Member



Signature of Second Council Member
(not required if council consists of only one member)

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

**SCHEDULE OF
CONSOLIDATED BYLAWS**

**THE OWNERS, STRATA PLAN VIS 5963
COURTENAY, BC
CORINTHIA ESTATES III**

**PREPARED BY
CORA D. WILSON, J.D.**

**WILSON McCORMACK LAW GROUP
BARRISTERS & SOLICITORS
630 TERMINAL AVENUE NORTH,
NANAIMO, B.C. V9S 4K2
(250) 741-1400**

**BYLAWS OF
THE OWNERS, STRATA PLAN VIS 5963
CORINTHIA ESTATES III, COURTENAY, BC**

INDEX

Headings	Page
Preamble	1
 Division 1 – Duties of Owners, Tenants, Occupants and Visitors	
1(1)-(4) Payment of strata fees	1
2(1)-(2) Interest charges	2
3(1)-(6) Repair and maintenance of property by owner	2
4(1)-(4) Use of property.....	2
5(1)-(2) Inform Strata Corporation	3
6(1)-(10) Alterations to the strata lot, LCP and/or common property	3
7(1)-(3) Permit entry to strata lot.....	6
 Division 2 – Powers and Duties of Strata Corporation	
8(1)-(2) Repair and maintenance of property by Strata Corporation.....	6
 Division 3 – Council	
9(1)-(5) Council size and eligibility.....	7
10(1)-(2) Council members’ terms	7
11(1)-(3) Removing council member	7
12(1)-(4) Replacing council member.....	8
13(1)-(5) Officers.....	8
14(1)-(5) Calling council meetings.....	8
15(1)-(3) Requisition of council hearing	9
16(1)-(2) Quorum of council	9
17(1)-(5) Council meetings.....	9
18(1)-(5) Voting at council meetings & email votes	10
19(1) Council to inform owners of minutes & notice procedures	10
19(2)-(4) Notice by Email to the Strata Corporation	10
20(1)-(4) Delegation of council’s powers and duties	11
21(1) Spending restrictions.....	11
21(2)-(5) Unapproved expenditures.....	11
22(1)-(3) Limitation on liability of council member	12
22(4)-(5) Indemnity of council member	12
 Division 4 – Enforcement of Bylaws and Rules	
23(1)-(7) Fines, Complaint, right to answer & notice of decision.....	12
23(8)-(9) Remedy a contravention.....	13
24 Continuing contravention.....	13
 Division 5 – Annual and Special General Meetings	
25(1)-(3) Person to chair meeting.....	14
26(1)-(2) Participation by other than eligible voters.....	14
27(1)-(7) Voting.....	14
28(1)-(2) Order of business	14
29 Governance provisions.....	15
29(1)-(2) Quorum	15
29(3) Quorum for annual or special general meeting	15

29(4)-(5) Eligible voters, strata arrears and quorum..... 15
 29(6) Timing for annual general meeting 16
 29(7)-(8) Electronic attendance at meetings 16

Division 6 – Voluntary Dispute Resolutions

30(1)-(3) Voluntary dispute resolution 16

Division 7 – Additional Bylaws

31(1)-(9) Pets 16
 32 Use of strata lot, limited common property and common property 18
 32(1) Use prohibitions and restrictions..... 18
 (b)-(q) Flooring change 18
 (r)-(s) Signage & open houses..... 19
 32(2)-(11) Smoking & Cultivation Prohibition Bylaw 19
 33(1) Garbage removal 21
 34(1)-(2) Parking and motor vehicles 21
 34(3)-(5) Towing rights 22
 35(1)-(4) Insurance and insurance deductible..... 22
 36(1)-(6) Indemnity 23

Division 8 – Small Claims, Civil Resolution Tribunal & Indemnity

37(1)-(3) Authority to bring Small Claims Court Action 24
 38(1)-(3) Recovery of actual reasonable legal costs and indemnity 24

Division 9 – Security & Privacy Policy

39(1)-(10) Security, access monitoring and video surveillance..... 25
 40(1)-(7) Privacy Policy 25
 40(8)-(11) Electronic recording 26
 40(12)-(19) Accuracy & correction of personal information 27
 40(20) Third party compliance with privacy policy 28
 40(21)-(27) Access to personal information 28

Division 10 –Rental Limitation

41(1)(2) Rental Limitation 29
 41(3) Exemption procedure 29
 41(4) Application of Bylaw 30
 41(5) Bylaw exemption for family members..... 30
 41(6)-(7) Hardship 30
 41(8) Rental disclosure statement exemption..... 31
 41(9)-(11) Remedy and fines 31
 42(1)-(4) Short-term occupancy & licence restriction..... 31
 43(1)-(2) Moving 32
 44(1)-(4) Hydro electric car charging station & user fee..... 32
 45 Severability 33

PREAMBLE:

These bylaws bind the Strata Corporation and the owners and tenants to the same extent as if the bylaws had been signed by the Strata Corporation and each owner and tenant. Owners are responsible for their tenants, occupants and visitors. Tenants are responsible for their occupants and visitors.

Unless otherwise stated, all terms have the same meaning as defined in the *Strata Property Act*, S.B.C. 1998, c. 43. For the purposes of these bylaws, a “**Resident**” means collectively, an owner, tenant and occupant and “**Residents**” means collectively owners, tenants and occupants.

All Residents must comply strictly with the bylaws and rules of the Strata Corporation adopted from time to time.

**SCHEDULE OF BYLAWS OF
THE OWNERS, STRATA PLAN VIS 5963
COURTENAY, BC**

WHEREAS The Owners, Strata Plan VIS 5963 (the “Strata Corporation”), wishes to amend the bylaws of the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43;

NOW THEREFORE BE IT RESOLVED by 3/4 vote of the residential strata lots pursuant to section 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43 that:

- (a) all previous bylaws registered in the Land Title Office shall be repealed except for the following bylaws which shall be retained for grandfathering purposes and amended pursuant to these bylaws:
 - i) smoking restriction bylaw filed in the Land Title Office on August 16, 2016 under Instrument No. CA5427032; and,
 - ii) rental restriction bylaw filed in the Land Title Office on August 1, 2013 under Instrument No. CA3270805;
- (b) the statutory Standard Bylaws shall be repealed; and,
- (c) the following bylaws shall be deemed to be the bylaws of the Strata Corporation (the “Consolidated Bylaws”):

Division 1 – Duties of owners, tenants, occupants and visitors

Payment of strata fees

- 1** (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) An owner of a strata lot must provide the Strata Corporation with monthly consecutive post-dated cheques representing strata fees for that strata lot during the fiscal year of the Strata Corporation, dated on the first day of each month or enter into a preauthorized debit agreement.

- (3) All banking charges incurred by the Strata Corporation as a result of a payment being dishonoured by the owner's financial institution will be charged back to the owner in addition to any fine levied by the Strata Corporation.
- (4) If the Strata Corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the Strata Corporation for the full amount of the actual reasonable costs incurred by the Strata Corporation on a full indemnity basis.

Interest charges

- 2** (1) The Strata Corporation may charge an owner who is late paying his or her strata fees or special levy interest at the rate of 10% per annum, compounded annually.
- (2) Interest payable on a late payment of strata fees is not a fine and shall form part of the strata fees for the purposes of section 116 of the *Act*.

Repair and maintenance of property by owner

- 3** (1) An owner must repair and maintain the owner's strata lot except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) An owner must replace the hot water tank in his or her strata lot on or before the warranty expiry date and must provide the Strata Corporation with proof of the age of the hot water tank upon request.
- (4) An owner who fails to comply with subsection (3) hereto is responsible to pay the insurance deductible if a tank failure causes damage. If the repairs are less than the amount of the insurance deductible, then the owner is responsible to conduct the repairs and pay the related costs.
- (5) If an owner fails to replace a hot water tank prior to the expiry date for this work set out in a written notice to that effect from the Strata Corporation, then the Strata Corporation may replace the hot water tank and charge the related costs, including actual reasonable legal costs, back to the responsible owner and the owner shall provide access for this purpose.
- (6) Subject to an alteration agreement, bylaw, Strata Corporation decision or order to the contrary, the owner of the strata lot is responsible to repair and maintain alterations to a strata lot, common property or limited common property, including those made by a predecessor on title even if the alteration is not governed by a written alteration agreement.

Use of property

- 4** (1) A Resident or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance, security risk or hazard to another person;

- (b) causes unreasonable noise or unreasonably disturbs other Residents at any time, and in particular, between the hours of 9:00 p.m. and 7:00 a.m.;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal; or,
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) A Resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the *Act*.
 - (3) A Resident or visitor must not do or permit anything to be done that contravenes any statute, ordinance or bylaw of any federal, provincial or municipal government authority, restrictive covenant, easement, building scheme or any other law.
 - (4) A Resident must shut off all sources of continuously flowing water such as a toilet, dishwasher, washing machine or any other similar type of appliance or equipment when leaving the strata lot unoccupied for a period of seventy two (72) hours or more.

Inform Strata Corporation

- 5** (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number, email address or mailing address outside the strata plan, if any, and may provide emergency contact information.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name, strata lot number and email address, if any, and may provide emergency contact information.

Alterations to the strata lot, limited common property and/or common property

- 6** (1) An owner must obtain the written approval of the council before making an alteration that involves any of the following (the "Alteration"):
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies, patios or other things attached to the exterior of a building;
 - (d) doors or windows on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) common property, including limited common property;

- (h) those parts of the strata lot which the Strata Corporation must insure under section 149 of the *Act* including major interior alterations, but excluding cosmetic changes, such as interior painting, hanging pictures and other interior decorative changes where permission is not required;
 - (i) flooring changes within a strata lot pursuant to bylaw 32(1)(b);
 - (j) enclosure of a balcony or patio;
 - (k) addition of an exterior or interior wall or door;
 - (l) wiring, plumbing, piping, heating, air-conditioning and other service facilities; or,
 - (m) common assets.
- (2) Before proceeding with the Alteration, an owner must obtain written approval from council to the Alteration application containing the following:
- (a) details of the proposed Alteration including the nature of the changes, plans, specifications, a site plan and the proposed dimensions, materials, colours and finishings;
 - (b) proposed acoustical standards and specifications for flooring changes; and,
 - (c) any other documents or information that the council may reasonably require.
- (3) A $\frac{3}{4}$ vote of owners at a general meeting is required pursuant to section 71 of the *Act* as a condition of approval if the council determines that the Alteration constitutes a significant change to the use or appearance of common property or land that is a common asset.
- (4) The council may approve an Alteration, subject to the owner complying with the following conditions of approval:
- (a) execute an Alteration & Indemnity Agreement satisfactory to council;
 - (b) carry out the work using licensed qualified contractors and professionals;
 - (c) complete an hazardous materials survey and comply with remediation recommendations from a qualified professional;
 - (d) ensure all contractors are registered with WorkSafeBC and are up-to-date paying their premiums;
 - (e) provide council with valid permits required by the authority having jurisdiction;
 - (f) perform the work in a good and workmanlike fashion and pursuant to applicable buildings codes, applicable standards, laws and conditions of approval;
 - (g) complete the work within a reasonable time frame;
 - (h) perform the work during the hours of 8:00 a.m. and 6:00 p.m.;
 - (i) obtain and maintain appropriate insurance for the Alteration;

- (j) rectify deficiencies in a timely fashion;
 - (k) indemnify the Strata Corporation, its council, authorized agents and employees and save them harmless against any costs, expenses, claims or liability, present or future, whether known or unknown, related to the Alteration, application process, work, environmental risks, defects, permits, resultant damage, liens or otherwise, including legal costs on a full indemnity basis;
 - (l) assume responsibility for costs related to the Alteration, including construction, insurance, repair, maintenance and replacement costs;
 - (m) notify subsequent purchasers of the strata lot of the terms of the Alteration & Indemnity Agreement and require the purchaser to agree, in writing, to the terms of the Agreement, failing which the owner will remove the Alteration at his or her expense; and,
 - (n) any other conditions required in the opinion of council.
- (5) The council may grant written approval for an Alteration with or without conditions to provide reasonable accommodation to a person with a disability.
 - (6) If an existing Alteration requires replacement, the owner must obtain the prior written approval of council in accordance with this bylaw.
 - (7) If an Alteration has been installed or constructed in violation of these bylaws ("Unauthorized Alteration"), then the owner or his or her successor shall at his or her expense correct, remove and/or restore the property as directed by council.
 - (8) If an owner or successor fails to conduct repair, maintenance, removal or other work within the time stipulated in a written notice from council to that effect, then the Strata Corporation may carry out the work and charge all related costs to that owner and the owner shall be responsible to reimburse the Strata Corporation for all such costs, including actual reasonable legal costs.
 - (9) The notice from the Strata Corporation to perform work shall constitute a work order for the purposes of sections 83, 84 and 85 of the *Act*.
 - (10) An owner in contravention of this bylaw may be subject to any available remedy under law including one or more of the following:
 - (a) a stop work order, rectification order, demand for costs or fines from the Strata Corporation;
 - (b) an order from a court or tribunal to:
 - (i) stop work;
 - (ii) remove the Alteration and restore the property in the discretion of council, including clean up and restoration costs;
 - (iii) pay costs, expenses and fines on a full indemnity basis; or,
 - (iv) other relief.

Permit entry to strata lot

- 7 (1) A Resident or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and,
 - (b) at a reasonable time, on 48 hours' written notice, to:
 - (i) inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the *Act*; or,
 - (ii) to ensure compliance with the *Act*, regulations, bylaws and rules provided that there are reasonable grounds to believe that a violation exists.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) An owner or tenant who fails to provide access after the expiry of reasonable notice to that effect or in an emergency situation where notice is not required, shall be responsible for any damages related to such failure and the costs of the Strata Corporation to compel access, including actual reasonable legal costs.

Division 2 — Powers and Duties of Strata Corporation**Repair and maintenance of property by Strata Corporation**

- 8 (1) The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the Strata Corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and,
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies, patios and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;

- (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies, patios and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.
- (2) Subject to an alteration agreement, bylaw, Strata Corporation decision or order to the contrary, the Strata Corporation is not responsible to repair and maintain alterations to a strata lot, common property or limited common property. The owner of the strata lot is responsible to repair and maintain such alterations including those made by a predecessor on title.

Division 3 — Council

Council size and eligibility

- 9**
- (1) The council must have at least 3 and not more than 7 members.
 - (2) A spouse of an owner may stand for the council. Spouse includes a husband, wife or an individual who has lived and cohabited with the owner for a period of at least 2 years at the relevant time in a marriage-like relationship and includes a marriage-like relationship between persons of the same gender as the owner.
 - (3) Only one person is eligible to run for election as a council member at any one time with respect to a particular strata lot.
 - (4) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's strata lot under section 116(1) of the *Act*.
 - (5) If a council member is unable to continue to be on council pursuant to subsection (4), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the council may replace that member pursuant to bylaw 12.

Council members' terms

- 10**
- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
 - (2) A person whose term as council member is ending is eligible for re-election.

Removing council member

- 11**
- (1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members. The Strata Corporation must pass a separate resolution for each council member to be removed.
 - (2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term. If a replacement member is not elected for whatever reason,

then the number of members shall be reduced to the number of elected members for the remainder of the term provided that the number of elected members must not be less than the minimum number of council members required by these bylaws.

- (3) If the Strata Corporation removes all of the council members, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by these bylaws.

Replacing council member

- 12** (1) If a council member resigns, or is unwilling or unable to act for a period of more than 2 months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this bylaw even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Act*, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 13** (1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice president, a secretary, a treasurer and a privacy officer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
 - (a) while the president is absent or is unwilling or unable to act; or,
 - (b) if the president is removed; or,
 - (c) for the remainder of the president's term if the president ceases to hold office.
- (4) The council may vote to remove an officer.
- (5) If an officer, other than the president, is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 14** (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.

- (3) The date of the next regularly scheduled council meeting will be published in the minutes of the previous council meeting.
- (4) A council meeting may be held on less than one week's notice if:
 - (a) all council members consent in advance of the meeting; or,
 - (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting; or,
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (5) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 15**
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
 - (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within four (4) weeks after the request.
 - (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one (1) week after the hearing.

Quorum of council

- 16**
- (1) A quorum of the council is:
 - (a) 2, if the council consists of 3 or 4 members;
 - (b) 3, if the council consists of 5; and,
 - (c) 4, if the council consists of 7.
 - (2) Subject to any bylaws to the contrary, council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 17**
- (1) The council may meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it sees fit.
 - (2) At the option of council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
 - (3) If a council meeting is held by electronic means, council members are deemed to be present in person.
 - (4) The council may rule by majority vote that observers are not permitted and in that event the ruling shall be final and binding.
 - (5) Despite subsection (4), no observers may attend those portions of a council meeting that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the *Act*;
 - (b) rental restriction bylaw exemption hearings under section 144 of the *Act*;

- (c) in camera council meetings; or,
- (d) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings & email votes

- 18**
- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
 - (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
 - (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.
 - (4) A vote on a resolution may be conducted by email in exceptional circumstances subject to the following conditions:
 - (a) all council members must respond to the request for an email vote by voting in favour of the resolution, voting against the resolution or abstaining and this vote shall be delivered to the Strata Corporation email address as soon as practically possible after the date of the request;
 - (b) if a council member objects to the email vote or fails to respond to the request for an email vote, then the vote shall be postponed until the next duly convened council meeting; and,
 - (c) the vote taken by email shall be recorded in the council minutes and distributed to the owners as soon as feasible.
 - (5) If a council meeting is held by email council members are deemed to be present in person and notice of the meeting is deemed to have been waived.

Council to inform owners of minutes & notice procedures

- 19**
- (1) The council must inform owners of the minutes of all council meetings and email votes within 2 weeks of the meeting, whether or not the minutes have been approved, by making the minutes available for viewing on the Strata Corporation's password protected website and circulating same via email to those owners who consent in writing to this method of delivery and by any other delivery method set out in section 61 of the *Act* for the remaining owners.

Notice by email to the Strata Corporation

- (2) For purposes of section 63 of the *Act*, the email address provided by the Strata Corporation for this purpose from time to time shall be used for email communications required or permitted to be given under the *Act*, bylaws or rules to the Strata Corporation, including correspondence, notices, records or documents.
- (3) The email account will be checked at least once per week and responses to email inquiries will be processed at the next scheduled council meeting, excluding a request for a hearing pursuant to section 34.1 of the *Act*, which will be addressed as soon as practically possible.

- (4) Every application, complaint or notice to council for its consent or consideration must be in writing and delivered to the council in compliance with section 63(1) of the *Act*. The council is not required to deal with a matter brought to its attention in any other manner.

Delegation of council's powers and duties

- 20** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or,
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
- (a) set a maximum amount that may be spent; and,
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine;
 - (c) whether a person should be denied access to a recreational facility; or,
 - (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the *Act*.

Spending restrictions

- 21** (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

Unapproved expenditures

- (2) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the Strata Corporation may only make the expenditure in accordance with this bylaw.
- (3) Pursuant to section 98(2) of the *Act*, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is 10% of the total operating budget for that fiscal year or less, and the owners are informed of such expenditure as soon as practically possible after same is made.
- (4) Pursuant to section 98(3) of the *Act*, an expenditure may be made out of the operating fund or the contingency reserve fund if there are reasonable grounds to

believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise provided that such expenditure does not exceed the amount needed to ensure safety or prevent significant loss or damage and owners are informed as soon as feasible about the expenditure.

- (5) Pursuant to section 82(3) of the *Act*, the Strata Corporation does not require a $\frac{3}{4}$ vote of owners to acquire or dispose of personal property which has a market value of less than \$5,000.00.

Limitation on liability of council member

- 22** (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Indemnity of council member

- (4) Each council member shall be indemnified and saved harmless by the Strata Corporation against any and all liability and costs, including legal costs on a full indemnity basis, for any acts or omissions while he or she was carrying out his or her duties as a member of the council.
- (5) Notwithstanding subsection (4), there shall be no indemnity if a council member is adjudged guilty of wilful misconduct, fraud, theft or wrongful exercise of authority in the performance of his or her duties.

Division 4 — Enforcement of Bylaws and Rules

Fines

- 23** (1) **Complaint, right to answer and notice of decision** (section 135 of the *Act*)
 - (a) The council must not impose a fine for a contravention of a bylaw or rule, require a person to pay the costs of remedying a contravention or deny a person the use of a recreation facility unless the Strata Corporation has received a complaint about the contravention and given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.
 - (b) If the person is a tenant, the Strata Corporation must give notice of the complaint to the person's landlord, to the owner, or to the owner's representative.
 - (c) The Strata Corporation must promptly give notice in writing of a decision to the tenant or owner.

- (d) Once the requirements referred to in this section have been complied with, the council may impose a fine for a continuing contravention of that bylaw or rule without further compliance with this section.
- (2) Subject to compliance with subsection (1), the council, in addition to any other rights or remedies that it has available under law, may levy a fine in its sole and absolute discretion in an amount not to exceed a maximum of \$500.00 for each contravention of the rental limitation bylaw, \$1,000.00 per day for each contravention of a temporary accommodation bylaw, \$200.00 for each contravention of the remaining bylaws of the Strata Corporation and \$50.00 for each contravention of a rule.
- (3) A late payment penalty may be assessed against an owner who is in default of payment of his or her strata fees or special levies in the amount of \$25.00 for each and every month that payment remains in default.
- (4) The Strata Corporation may fine an owner if a bylaw or rule is contravened by the owner, the owner's tenant, occupant or visitor.
- (5) The Strata Corporation may fine a tenant if a bylaw or rule is contravened by the tenant or the tenant's occupant or visitor.
- (6) If the Strata Corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the bylaws or rules, the Strata Corporation may collect the fine or costs from the tenant, the tenant's landlord or the owner, but may not collect an amount, that in total is greater than the fines or costs.
- (7) The maximum amount of a fine and the maximum frequency of imposition of a fine must not exceed the maximums set out in the regulations to the *Act*.

Remedy a contravention

- (8) The Strata Corporation may do what is reasonably necessary to remedy a contravention of the bylaws or rules, including:
 - (a) doing work on or to a strata lot, the common property or common assets; and/or,
 - (b) removing objects from the common property or common assets.
- (9) Subject to compliance with section 135 of the *Act*, the Strata Corporation may require the reasonable costs of remedying the contravention be paid by a person who may be fined for the contravention under these bylaws, including actual reasonable legal costs.

Continuing contravention

- 24** If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days, except for a contravention of a temporary accommodation bylaw where a fine may be imposed daily.

Division 5 — Annual and Special General Meetings

Person to chair meeting

- 25**
- (1) Annual and special general meetings must be chaired by the president of the council.
 - (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
 - (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected from among those persons who are present at the meeting.

Participation by other than eligible voters

- 26**
- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
 - (2) Persons who are not eligible to vote, including tenants and occupants:
 - (a) may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting; and,
 - (b) must leave the meeting if requested to do so by a resolution passed by a majority vote of owners present at the meeting.

Voting

- 27**
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
 - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless a precise count is authorized by a majority vote of owners.
 - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
 - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
 - (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice-president may break the tie by casting a second, deciding vote.
 - (6) Despite anything in this section, an election of the council must be held by secret ballot if the secret ballot is requested by an eligible voter, and any other vote must be held by secret ballot if the chair decides to hold a secret ballot or if a secret ballot is approved by a majority vote at the meeting.
 - (7) An owner attending a general meeting by electronic means waives his or her right to vote by secret ballot.

Order of business

- 28**
- (1) The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;

- (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the Strata Corporation under section 125 of the *Act*;
 - (j) report on insurance coverage in accordance with section 154 of the *Act*, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the *Act*, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the *Act*;
 - (m) elect a council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.
- (2) The order of business at an annual or special general meeting set out in subsection (1) may be changed by a majority vote at the meeting.

Governance provisions

29 Quorum

- (1) Business must not be conducted at an annual or special general meeting of the Strata Corporation unless a quorum is present.
- (2) A quorum for an annual or special general meeting of the Strata Corporation is 1/3 of the eligible voters of the Strata Corporation, present in person or by proxy.

Quorum for annual or special general meeting

- (3) If within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, and in any other case, the meeting stands adjourned to 15 minutes from the time appointed for the meeting, and if at the end of that time a quorum is still not present, the eligible voters present in person or by proxy shall be deemed to constitute a quorum until the meeting is terminated.

Eligible voters, strata arrears and quorum

- (4) If the Strata Corporation is entitled to register a lien against a strata lot under section 116(1) of the *Act*, then the vote for that strata lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.

- (5) If a vote for a strata lot may not be exercised pursuant to subsection (4) then that strata lot's vote must not be considered for the purposes of determining a quorum in accordance with section 48 of the *Act* or for the purposes of sections 43(1), 46(2) and 51(3) of the *Act*.

Timing for annual general meeting

- (6) An annual general meeting of the Strata Corporation must be held no later than 2 months after the Strata Corporation's fiscal year end.

Electronic attendance at meetings

- (7) A person who is eligible to vote may attend at an annual or special general meeting by electronic means, including telephone, teleconference or any other method as determined by the chairperson of the meeting, so long as the method permits all persons participating in the meeting to communicate with each other during the meeting.
- (8) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

- 30** (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent; and,
 - (b) the dispute involves the *Act*, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or,
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Additional Bylaws:

Pets

- 31** (1) A Resident and visitor must not keep any pets on a residential strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) one dog or one cat including a pet required by a Resident to accommodate a disability pursuant to satisfactory medical evidence.

- (2) A bylaw that prohibits a pet or other animal or that restricts the access of a pet or other animal to a strata lot or common property does not apply to:
 - (a) a guide dog or service dog certified and that continues to be certified under the *Guide Dog and Service Dog Act*; or,
 - (b) a dog that is a member of a retired guide or service dog team if the person who is a member of the team is a Resident; and,
 - (c) a pet living with a Resident in compliance with the pet bylaw at the time this bylaw is passed and which continues to live there after this bylaw is passed; and,
- (3) “Guide dog”, “retired guide or service dog team” and “service dog” have the same meaning as in the *Guide Dog and Service Dog Act*.
- (4) Subject to subsections (1) and (2) all other wild, reptilian, exotic, domestic or household pets are prohibited in a residential strata lot (a “Prohibited Pet”).
- (5) If, in the opinion of the council, a pet,
 - (a) causes a nuisance;
 - (b) constitutes a danger to any person;
 - (c) unreasonably disrupts the quiet enjoyment of other occupants;
 - (d) causes unreasonable noise; or,
 - (e) causes unreasonable damage to a strata lot, the common property or limited common property;then council may require that the removal of that pet from the Strata Corporation if the pet is found to be problematic on not less than 3 separate occasions (“Problematic Pet”) or the pet is found to be dangerous on one occasion (“Dangerous Pet”).
- (6) An owner or tenant shall remove or cause to be removed a Prohibited Pet, Problematic Pet or a Dangerous Pet from the Strata Corporation within the time stipulated in a written demand to that effect.
- (7) A Resident or a visitor shall:
 - (a) ensure that pets are under control at all times while on common property or on land that is a common asset;
 - (b) ensure that pets are on a leash at all times while on common property or on land that is a common asset, excluding balconies and decks;
 - (c) promptly clean up pet excrement and dispose of same in a sanitary manner; and,
 - (d) not leave a pet tied up or unattended at any time while on the common property or the limited common property patio.
- (8) An owner is responsible for the actions of his or her pets and the pets of his or her tenants, occupants and visitors. A tenant is responsible for the actions of his or her pets and the pets of his or her occupants and visitors.

- (9) An owner or tenant in violation of this bylaw may, in addition to fines, be subject to any remedy available to the Strata Corporation under law.

Use of the strata lot, limited common property and common property

32 (1) Use prohibitions and restrictions

A Resident or visitor shall not:

- (a) throw, pile or store rubbish, garbage, boxes, packing cases or the like in a strata lot, common property or limited common property;

Flooring change

- (b) install or replace flooring of any kind in a strata lot without the prior written approval of council and compliance with Bylaw 6 which may be granted on the condition that any replacement flooring and underlay meet a minimum impact insulation class (IIC) of 60, a sound transmission class (STC) of 60 and any other conditions in the discretion of council;
- (c) permit an open fire on a patio, deck or balcony except for barbeques and heaters that use natural gas, propane or electricity which are permitted;
- (d) place or store items on a balcony, deck or balcony, except for free standing, self-contained planter boxes, barbeques and summer furniture, without the prior written approval of council;
- (e) throw substances, including cigarettes and matches, out of a strata lot, limited common property or common property at any time;
- (f) place or install a hot tub on the strata lot, limited common property or common property;
- (g) have a real or live Christmas tree in a strata lot excluding artificial Christmas trees which are permitted;
- (h) have a water bed in a strata lot;
- (i) permit anything to be done on the premises which will in any way increase the risk of fire or the rate of fire insurance premium on the building or on the property therein or that will be in breach of any law, order or regulation;
- (j) throw any items or shake or wring mops or dusters from patios, balconies, decks, windows, doors or any other portion of the strata lot, common property or the limited common property;
- (k) place window coverings, including coloured or patterned drapes, sheets, blankets, tin foil or other similar type of coverings, showing from the outside of the building in the windows, except for neutral colour and design, which are permitted;
- (l) permit a strata lot, patio or balcony to become a fire hazard, unsightly or unsanitary;
- (m) keep the stairs, hallways, parking area, driveway and other common property free of unnecessary obstructions at all times;

- (n) erect or display ventilators, supplementary heating or air conditioning device, air conditioner, television antennae, satellite dish, awnings, shades, screens, poles, clotheslines, racks, balcony enclosures and other similar items permanently or temporarily on the strata lot, common property or the limited common property without the prior written consent of council;
- (o) place chairs, tables or other objects on the common property at any time and shall not otherwise cause damage to trees, plants, bushes, flowers, lawns or landscaping;
- (p) prune, cut or mow plants, trees, shrubs, lawns or other common property landscaping;
- (q) feed birds and other wild animals from a window, balcony, deck or patio or any other part of a strata lot, common property or limited common property, excluding a hummingbird feeder which is permitted;

Signage & open houses

- (r) erect signs, fences, billboards, placards, advertising or any other fixture, fitting or signage of any kind whatsoever external to any part of a strata lot or the common property, except a temporary notice to sell a strata lot of a size, style, location and duration approved by council and election signage permitted under federal, provincial or municipal legislation; and,
- (s) show the common property and hold open houses except during the hours of 9:00 a.m. and 8:00 p.m. on each day provided that entrance doors are locked or attended at all times and prospective purchasers are accompanied by the owner or agent at all times while inside the building.

Smoking & Cultivation Prohibition Bylaw

- (2) An owner, tenant or occupant (“Resident”) or visitor is prohibited from smoking in the following areas of the Strata Corporation:
 - (a) in a strata lot;
 - (b) on a patio, deck or balcony;
 - (c) within six (6) metres of an exterior door, window or air intake; and,
 - (d) in the interior of a building, including but not limited to, the parkade, basement, lobby, foyers, hallways, elevator, corridors, stairs, stairwells, common rooms and any other interior areas.
- (3) “Smoking” for the purposes of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products, except when the combusting or vaporizing material contains no tobacco, nicotine, cannabis, marijuana or other prohibited materials and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term “Smoking” includes, but is not limited to, smoking using electronic vapors, bidis, hookahs, vaporizers, bongs, tobacco smoking, marijuana smoking, crack cocaine smoking, heroin smoking and smoking other similar substances whether illegal or not.

- (4) A Resident shall not at any time plant, grow or cultivate a marijuana or cannabis plant on a strata lot, common property or limited common property, excluding medicinal cannabis with the prior written approval of council which may be granted subject to conditions.
- (5) Subject to subsection (4) and the *Human Rights Code*, all persons must comply with this bylaw.
- (6) The council may upon written application from a Resident provide reasonable accommodation to the applicant, with or without conditions, with respect to the use or cultivation of medicinal marijuana, smoking tobacco or cannabis or the use of tobacco or cannabis in relation to a traditional aboriginal cultural activity where the applicant forms part of a prescribed group and intends to smoke for a prescribed purpose.
- (7) An applicant requesting accommodation must establish that he or she cannot reasonably obtain, ingest, or consume medical marijuana in any format other than smoking and/or cultivation in the strata lot by providing council with satisfactory documentary, medical and other evidence.
- (8) Council may attach conditions to any accommodation based on a review of all of the facts and circumstances, including the following:
 - (a) allow smoking in a designated area of a strata lot, limited common property or common property;
 - (b) impose conditions to the location, scope, duration and purpose for the accommodation and any requirement to reapply for future accommodation; and,
 - (c) impose any other conditions required to grant reasonable accommodation.
- (9) A person granted reasonable accommodation, must:
 - (a) not cause a fire hazard, nuisance or allow smoke or smoking debris to unreasonably interfere with the use and enjoyment of the common property, limited common property or a strata lot by another Resident; and,
 - (a) make reasonable efforts to prevent smoke from escaping from his or her strata lot.
- (10) If council determines that this bylaw has been violated, then the responsible owner or tenant must take active and timely steps to mitigate against the escape of smoke, fire risk or nuisance or comply with the conditions of approval within the time set out in a written notice to that effect from council, failing which council may impose additional restrictions or, in appropriate circumstances, prohibit or restrict smoking or cultivation in the strata lot, common property or limited common property.
- (11) An owner is responsible to ensure that his or her occupants, tenants, visitors and prospective purchasers are made aware of, and comply with, this bylaw. A tenant

is responsible to ensure that his or her occupants and visitors comply with this bylaw.

Garbage removal

- 33** (1) A Resident shall:
- (a) remove all household refuse from his or her strata lot to an area designated by the council for collection;
 - (b) only place household waste in the garbage containers;
 - (c) properly wrap all garbage in garbage bags and place it in containers located at the garbage collection area;
 - (d) securely cover or tie receptacles or bags containing refuse for collection to prevent access by animals or birds;
 - (e) place recyclables in separate containers and dispose of the same in compliance with the municipal recycling program;
 - (f) double bag human or animal waste before depositing same into the garbage container;
 - (g) flatten all cardboard boxes before disposing of same in the bin;
 - (h) dispose of larger garbage or debris including furniture, appliances and construction materials from a strata lot, common property or limited common property at his or her expense as soon as practically possible; and,
 - (i) remove any garbage other than ordinary household refuse from the strata lot, limited common property or common property, at his or her expense, as soon as practically possible.

Parking and motor vehicles

- 34** (1) A Resident or visitor must not:
- (a) park in an unauthorized or unassigned common property parking space at any time, excluding parking in a designated parking space which is permitted;
 - (b) exceed the speed limit of 10 km per hour on common property;
 - (c) park a commercial vehicle including a transport truck, logging truck, dump truck, bus, or other vehicle that exceeds 9,000 pounds GVW on the common property except for the short term provision of services to the Strata Corporation or a strata lot;
 - (d) park on the common property main roadway at any time, except for the temporary purpose of dropping off, picking up or performing authorized service work;
 - (e) park in a fire lane;
 - (f) park or store a recreational vehicle, trailer, camper, motor home, boat or truck over $\frac{3}{4}$ ton on the common property or limited common property;

- (g) park in a parking stall in a manner that compromises the safety or security of other Residents or their property;
 - (h) park a vehicle in a parking space that exceeds the parking stall lines or prohibits a person from getting into or out of a vehicle;
 - (i) park a motor vehicle which is leaking oil or other fluids on the common property or in a parking space, and if such leakage occurs, the owner or tenant is responsible for the clean-up within the time provided in a notice to that effect from council, failing which the Strata Corporation may conduct the clean-up and charge back the related costs to the responsible owner or tenant;
 - (j) conduct motor tune-ups or major vehicle repairs while a vehicle is parked on common property or limited common property, excepting emergency circumstances;
 - (k) wash a motor vehicle in a parking stall, excluding designated common property locations approved by council for vehicle washing purposes;
 - (l) use a parking stall for storage of personal items or other similar items; and,
 - (m) store, park or place an uninsured vehicle on common property or limited common property without the prior written permission of council and conditions that satisfactory storage and liability insurance be obtained, maintained and be visually displayed in the vehicle at all times
- (2) A Resident must not park in a visitor parking stall at any time.

Towing rights

- (3) The council may provide written notice of any violation of this bylaw to the Resident and if the infraction is not corrected within 24 hours from the date of delivery of such notice, the council, in addition to any other remedies, may tow any vehicle in violation of this bylaw.
- (4) Written notice of a contravention of this bylaw is not required prior to towing in the event of a hazard or safety violation or a second or subsequent infraction of this bylaw.
- (5) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, actual reasonable legal costs and any other reasonable costs.

Insurance and insurance deductible

- 35** (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Act*, and such appraisal shall be conducted at a time determined in the discretion of the council, provided that the time period between each appraisal does not exceed 3 years.

- (2) For purposes of section 149(4)(b) of the *Act*, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including:
 - (a) earthquake;
 - (b) sewer backup;
 - (c) flood;
 - (d) theft or misappropriation of funds; and,
 - (e) Director's and Officer's Liability Insurance.
- (3) The payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated and payable in accordance with sections 99(2) and 158(3) of the *Act*.
- (4) Strata Corporation approval is not required for a special levy or expenditures from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159 of the *Act*.

Indemnity

- 36**
- (1) An owner shall reimburse the Strata Corporation for the expense of any repair, replacement, loss or damage to a strata lot, common property, limited common property or the contents of same if that owner or his or her occupants, pets, visitors, employees, contractors, agents, tenants or invitees is responsible, but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy.
 - (2) An owner shall be deemed to be responsible even if that owner is not negligent for purposes of:
 - (a) payment of the insurance deductible pursuant to section 158(2) of the *Act* where Strata Corporation insurance is available; or,
 - (b) the costs to repair damage to a strata lot if:
 - (i) the repair costs are less than the amount of the deductible; or,
 - (ii) the repair costs are more than the amount of the deductible and insurance is not available.
 - (3) Without restricting the generality of the foregoing, an owner is responsible for:
 - (a) any water escape or related damage from any appliance, fixture, equipment or other similar item located in that owner's strata lot and accessible to that owner;
 - (b) any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that strata lot;
 - (c) any damage to property that an owner is required to repair and maintain; and,

- (d) any vicarious liability, loss or damage related to the consumption of alcohol on common property by that owner or his or her tenants, occupants, visitors or invitees.
- (4) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to common property or limited common property, including actual reasonable legal costs, if the owner, or his or her tenants, occupants or pets is responsible for the damage, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy.
- (5) A Resident is advised to obtain a personal insurance policy covering items set out in section 161 of the *Act*, including but not limited to the following: personal property, liability, betterments to the strata lot, alterations for which the owner responsible, living-out expenses, perils not included or covered by the Strata Corporation policy and the insurance deductible portion of the insurance claim against the Strata Corporation's insurance policy if the owner is responsible for the loss or damage that gave right to the claim.
- (6) An owner must inform the council forthwith in writing of any material change to the strata lot that could impact insurance coverage.

Division 8 – Small Claims, Civil Resolution Tribunal & Indemnity

Authority to bring Small Claims Court Action

- 37**
- (1) Pursuant to section 171 of the *Act*, the council, on behalf of the Strata Corporation may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the Strata Corporation without a $\frac{3}{4}$ vote of owners.
 - (2) The council by majority vote may commence or defend a proceeding in the Civil Resolution Tribunal by or against an owner or tenant for any matter within the jurisdiction of the strata arm of the *Civil Resolution Tribunal Act*.
 - (3) The council is authorized to commence legal proceedings in the Civil Resolution Tribunal or the Small Claims Court against an owner or other person to collect money owing to the Strata Corporation including money owing as a fine.

Recovery of actual reasonable legal costs and indemnity

- 38**
- (1) An owner who has failed to pay common expenses, strata fees, special levies, interest, fines, or any other amount owing (the "Arrears") shall reimburse the Strata Corporation the actual reasonable legal costs incurred to collect such Arrears.
 - (2) For purposes of section 133(2) of the *Act*, "reasonable costs of remedying the contravention" of the Strata Corporation's bylaws or rules means actual legal costs on a full indemnity basis.
 - (3) The Strata Corporation shall charge back the actual legal costs for Arrears or the reasonable costs of remedying a contravention or a charge back permitted by these bylaws to the responsible owner or tenant and such amount shall be deemed to be

due and payable by the responsible owner or tenant on the first of the following month following the date that the expense was incurred, whether paid or not.

Division 9 – Security & Privacy Policy

Security, access monitoring and video surveillance

- 39**
- (1) The owners authorize the Strata Corporation to install and operate a closed-circuit television camera system (“CCTV”) solely for purposes of the safety and security of owners, tenants and occupants of the Strata Corporation and the protection of personal and common property, which other measures have failed to address.
 - (2) The Strata Corporation shall be responsible to maintain the computerized records for the CCTV systems in secure locations to prevent unauthorized access to the records and to protect the personal information collected by the CCTV systems.
 - (3) The privacy officer shall be responsible to address all requests for access to the records of the CCTV system in accordance with the provisions of the *Personal Information and Privacy Act* (“PIPA”).
 - (4) The CCTV camera system must be a video surveillance system with cameras that are motion-activated and operate 24 hours a day and 7 days a week.
 - (5) A CCTV camera is not currently in operation.
 - (6) The owners authorize the Strata Corporation to install one or more CCTV cameras as the council in its discretion, in consultation with the security provider, considers necessary to meet the objectives of safety and security of the Strata Corporation and its Residents.
 - (7) The Strata Corporation is authorized to install signs warning that certain areas are monitored by video surveillance. No cameras will be positioned so as to record areas beyond the Strata Corporation property or to capture images peripherally or directly through the windows of the Strata Corporation or adjacent buildings.
 - (8) Recordings from the CCTV cameras shall be stored on a DVR hard drive located in a secure location in council’s discretion.
 - (9) Video recordings on the DVR hard drive are stored for approximately 30 days, at which time they are overwritten with new recordings.
 - (10) The video records shall only be accessed in the event of a breach of safety or security, and 2 council members or 1 council member and the strata manager must be present at all times during to view the recording.

Privacy policy

- 40**
- (1) The Strata Corporation is committed to protecting the personal information of Residents.
 - (2) The Strata Corporation collects personal information for the following reasons:
 - (a) to identify and communicate with the Residents;
 - (b) to process payments;
 - (c) to respond to emergencies;

- (d) to ensure the orderly management of the Strata Corporation;
 - (e) to comply with legal requirements imposed by the *Act* and other applicable laws; and,
 - (f) to authorize the use of video and other surveillance to ensure the safety and security of the Strata Corporation's Residents and their visitors.
- (3) Typically, the Strata Corporation collects the following information from or about Residents:
- (a) names, addresses, emails, phone numbers and vehicle licence plates;
 - (b) banking or credit card information;
 - (c) emergency contact information;
 - (d) names of family members living with an owner or occupying a strata lot;
 - (e) debts owed to the Strata Corporation by an owner;
 - (f) vehicle description/license plates; and,
 - (g) pet information.
- (4) Except where the Strata Corporation is legally authorized or consent is otherwise not required, the Strata Corporation will seek consent from a Resident before collecting, using or disclosing personal information.
- (5) Consent is not required in the following circumstances:
- (a) collection of information pursuant to the *Act* or any other law;
 - (b) collection, use or disclosure of personal information of an employee of the Strata Corporation to establish, manage or terminate the employment relationship provided that the employee is notified of the collection, use or disclosure;
 - (c) recording the name and unit number or strata lot number of :
 - (i) the mover or seconder to a motion at a general meeting, unless that person withdraws his or her consent in which case he or she will not be permitted to move or second a motion;
 - (ii) a person attending as a visitor at a council meeting; and,
 - (iii) a council member who is not in attendance at a council meeting;
- (6) The Strata Corporation will not collect, use or disclose personal information of a Resident except for the identified purposes set out in this bylaw or as otherwise permitted by law without the Resident's consent which may be given either orally or in writing.
- (7) Consent will be implied when the purpose of collecting, using or disclosing personal information is considered obvious and the Resident voluntarily provides his or her personal information for that obvious purpose.

Electronic recording

- (8) A person shall not electronically record a council meeting using an audio and/or visual recording device of any kind, unless the council authorizes such a recording

by a majority vote of those council members present at the beginning of that meeting.

- (9) A person, including the Strata Corporation, shall not electronically record a general meeting using an audio and/or visual recording device of any kind, unless the owners approve such a recording by a majority vote of eligible voters present at the meeting in person or by proxy at the time the vote is taken.
- (10) Upon receipt of a written request from an authorized person, the Strata Corporation will disclose letters forming the subject matter of a complaint under the *Act* or the bylaws to a person who is the subject matter of that complaint.
- (11) The Strata Corporation will only collect, use or disclose the personal information that is necessary to fulfill the identified purposes set out in this bylaw and will not collect, use or disclose personal information in other circumstances without the prior consent of the Resident.

Accuracy and correction of personal information

- (12) The Strata Corporation will make reasonable efforts to ensure that any personal information collected, used or disclosed is accurate and complete.
- (13) If a Resident becomes aware that the personal information under the Strata Corporation's control needs to be corrected, then that Resident should advise the Strata Corporation about the correction in writing.
- (14) If the Strata Corporation is satisfied that a Resident's request for correction is reasonable, then the Strata Corporation will as soon as reasonably possible thereafter:
 - (a) correct the personal information; and,
 - (b) send the corrected personal information to the Resident and each organization which received disclosure of such information from the Strata Corporation in the year prior to the correction.
- (15) If the personal information is not corrected, then the Strata Corporation must note on documents or records in its custody or control containing such personal information that the Strata Corporation received a request for correction.
- (16) The Strata Corporation does not require consent to collect, use or disclose the following:
 - (a) with respect to a strata lot owner, the owner's name, the strata lot address, the mailing address if different from the strata lot address, the strata lot number and the unit entitlement of the owner's strata lot;
 - (b) information authorized by a bylaw;
 - (c) the names and addresses of mortgagees who have filed a Mortgagee's Request for Notification;
 - (d) the names of tenants of a strata lot, if any;
 - (e) with respect to council members, the names and mailing addresses;

- (f) information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy; and,
 - (g) information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry or a printed or electronic publication.
- (17) Except where withdrawing consent would frustrate the performance of a legal obligation, a Resident can withdraw consent at any time by giving the Strata Corporation reasonable notice. If consent is withdrawn, then the Strata Corporation will inform the person withdrawing consent of the likely consequences of taking that step.
- (18) The Strata Corporation will only retain personal information for as long as is necessary to fulfill the identified purposes or as long as is required for a legal or business purpose. If the information of a Resident is used to help the Strata Corporation render a decision, the information will be retained for a period of one (1) year.
- (19) The Strata Corporation will implement reasonable security arrangements to prevent against risks associated with the improper collection, use or disclosure of personal information, including, but not limited to unauthorized access, copying, modification or disposal of personal information.

Third party compliance with privacy policy

- (20) If the Strata Corporation retains another organization to do work for the Strata Corporation that involves personal information, the Strata Corporation must:
- (a) ensure that there is an agreement in place that commits that organization to adhere to its' privacy policy; and,
 - (b) inform Residents of the agreement as soon as feasible.

Access to personal information

- (21) A Resident is entitled to access his or her own personal information under the Strata Corporation's control and is entitled to know how that information has been used or disclosed.
- (22) Any request by a Resident for access to his or her own personal information must be made in writing and directed to the Strata Corporation's privacy officer.
- (23) The Strata Corporation will respond to a written request within 30 days of receipt of the request and the Strata Corporation may, in appropriate circumstances, extend the response period.
- (24) In providing a response, the Strata Corporation will:
- (a) inform the requesting party whether he or she is entitled to access the requested information, and if access is denied, the reason for the denial; and,
 - (b) provide the name and contact information of the Strata Corporation's privacy officer who can answer any questions about the response.
- (25) Subject to litigation privilege, solicitor/client privilege or a court order to the contrary, the Strata Corporation is not required to redact personal information or to

edit out certain information before providing access to or copies of records or documents to an authorized person pursuant to sections 35, 36 and 59 of the *Act*.

- (26) The Strata Corporation may charge a fee for a copy of a record or document provided pursuant to this bylaw of not more than \$.25/page pursuant to Regulation 4.2 (1) of the *Strata Property Regulations*.
- (27) If a requesting person is not satisfied with a response from the Strata Corporation, then that person may address the matter with the British Columbia office of the Information and Privacy Commissioner.

Division 10 –Rental Limitation

Rental Limitation

- 41** (1) The rental limitation bylaw filed in the Land Title Office on August 1, 2013 under Instrument No. CA3270805, which reads as follows, has not been repealed and will continue to have full legal force and effect until after the expiry of the one year grace period to avoid any gap in application of this bylaw:
 - (12) Rentals
 - (a) Rentals and leases are to be for a minimum of 1 year. There are no assignments or sub leases allowed.
 - (b) Within 2 weeks of renting a strata lot, the owner must provide the strata corporation with a copy of a completed Form K, signed by the tenant.
- (2) Subject to any available exemptions under the *Strata Property Act* (the “*Act*”), the rental of a residential strata lot in the Strata Corporation shall not be for a period of time that is not less than one (1) year.

Exemption procedure

- (3) An owner who leases or rents his or her strata lot pursuant to a statutory exemption under the *Act* shall:
 - (a) notify the Strata Corporation of the basis for an exemption, excluding exemptions on grounds of hardship, and provide evidence in support if requested by the council;
 - (b) comply with subsection (5) and (6) hereto if the exemption is based on hardship;
 - (c) prior to renting to a prospective tenant, comply with section 146 of the *Act* by giving the prospective tenant:
 - (i) the current bylaws and rules; and,
 - (ii) a Notice of Tenant's Responsibilities (Form K); and,
 - (d) provide the Strata Corporation with the signed Form K within 7 days of renting all or a portion of the strata lot.

Application of bylaw

- (4) A bylaw that limits rentals does not apply to a strata lot until the later of:
- (a) one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant; and,
 - (b) one year after the bylaw is passed.

Bylaw exemption to family members

- (5) This bylaw does not apply to prevent the rental of a strata lot to a member of the owner's family. "Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner. "Spouse of the Owner" includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

Hardship

- (6) Before renting or leasing a strata lot to a tenant, the owner must apply in writing to the Strata Corporation and receive permission or deemed permission to rent on grounds of hardship.
- (7) The application to the Strata Corporation for permission to rent on grounds of hardship must:
- (a) state the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
 - (b) provide documentation in support of the application satisfactory to the council, including financial documentation if the application is based on financial hardship;
 - (c) provide any other information required by the council to make a decision; and,
 - (d) indicate whether the owner wishes a hearing.
 - (e) If the owner wishes a hearing, the Strata Corporation must hear the owner or the owner's agent within 4 weeks after the date the application is given to the Strata Corporation.
 - (f) An exemption is allowed if the Strata Corporation does not give its decision in writing to the owner:
 - (i) if a hearing is held, within one week after the hearing;
 - (ii) if no hearing is requested, within 2 weeks after the application is given to the Strata Corporation; or
 - (iii) the owner requests a hearing and the Strata Corporation does not hold a hearing within 4 weeks after the date the application is given to the Strata Corporation.

Rental disclosure statement exemption

- (8) Subject to the one-year grace period set out in 143(1) of the *Act*, if a strata lot has been designated as a rental strata lot on a Rental Disclosure Statement and all the requirements set out in s. 139 of the *Act* have been met, then this rental limitation bylaw does not apply to a strata lot until date the rental period expires, as disclosed in the Rental Disclosure Statement.

Remedy and fines

- (9) An owner who leases a strata lot in contravention of this bylaw may be subject to a fine in the discretion of the council in an amount not to exceed \$500.00 for each 7 day period that the strata lot is rented in contravention of these bylaws.
- (10) The Strata Corporation shall pursue a violation of the Rental Limitation Bylaw with all force of law, including, in addition to any other remedies available under law, an application to the Civil Resolution Tribunal or the Supreme Court to compel an owner or tenant to comply with the bylaws.
- (11) Actual reasonable legal costs incurred by the Strata Corporation to enforce this bylaw shall be charged to the strata lot of an owner or tenant in violation and shall become due and payable to the Strata Corporation on the first day of following month.

Short term occupancy & licence restriction

- 42** (1) A Resident shall not:
- (a) use or permit his or her strata lot to be used for any purpose other than as a private dwelling unit;
 - (b) operate a home based business from a strata lot, excluding a business which does not generate traffic or client attendances at the strata lot;
 - (c) use the strata lot for commercial, retail or non-residential purposes;
 - (d) permit a person to occupy all or a portion of his or her residential strata lot for remuneration as vacation, travel or temporary accommodation and for greater certainty, the following occupancies are prohibited: Airbnb, hotel like occupancy, vacation rental, bed and breakfast, time share or any other similar type of occupancy arrangement.
- (2) “Vacation, travel or temporary accommodation” means the rental of all or a portion of a residential strata lot for remuneration on a short-term basis pursuant to an occupancy arrangement and for greater certainty excludes:
- (a) home exchanges and house sitting arrangements without any exchange of money with the prior written approval of council; and,
 - (b) roommates.
- (3) An owner or tenant who rents in contravention of:

- (a) subsections (1)(a), (b) and (c) of this bylaw may be subject to a fine in the discretion of council in an amount not to exceed \$200.00 for every 7 days that the strata lot is rented in contravention of these bylaws; and,
 - (b) subsection (1)(d) of this bylaw may be subject to a fine in the discretion of council in an amount not to exceed \$1,000.00 for each day that the strata lot is rented in contravention of this bylaw.
- (4) The exemptions for rental agreements do not apply to temporary occupancy arrangements governed by a licence arrangement.

Moving

- 43** (1) Any change in occupancy of a strata lot combined with moving furniture and effects will result in a non-refundable moving fee of \$150.00 being charged against the strata lot to compensate for administration, elevator pads and for any damage to the common property caused by a move and shall be paid by the owner or tenant to the Strata Corporation prior to the move.
- (2) A Resident must provide the Strata Corporation with 2 weeks written notice indicating the date and time for the move.
- (3) A Resident or his or her agent must ensure during a move or delivery that:
- (a) the move only takes place between 8:00 a.m. and 8:00 p.m. daily;
 - (b) security of the building is maintained at all times;
 - (c) furniture is not left piled and unattended on the common property for unreasonable periods of time; and,
 - (d) the common property is not damaged and is left in a clean, neat and tidy condition, failing which the Strata Corporation may clean or repair the common property and charge back the related costs in excess of \$150.00 back to the responsible owner or tenant.

Hydro electric car charging station & user fee

- 44** (1) An owner must obtain the prior written approval of the Strata Corporation to install and use an electrical vehicle charging station on a common property or limited common property parking stall ("Charging Station").
- (2) The council will approve an application for a Charging Station on the following terms and conditions:
- (a) The council must be satisfied that the electric system can support the Charging Station and handle the draw.
 - (b) The Owner will:
 - (i) pay all costs associated with the purchase, installation, repair and maintenance of the Charging Station and, if feasible, a meter to gauge electrical usage;
 - (ii) obtain all necessary permits and hired qualified contractors to install the Charging Station;
 - (iii) indemnify and save harmless the Strata Corporation from and against any costs, losses or expenses of whatever kind related to the

- installation, use and operation of the Charging Station, including legal costs on a full indemnity basis;
- (iv) pay a user fee to the Strata Corporation for reasonable electricity usage calculated pursuant to subsection (3) hereof;
 - (v) sign an Alteration & Indemnity Agreement on terms satisfactory to council;
 - (vi) require subsequent owners to be bound by the Alteration & Indemnity Agreement or the Charging Station may be removed by the Strata Corporation and the related costs charged back to the responsible strata lot owner; and,
 - (vii) comply with the Alteration & Indemnity Agreement and the bylaws of the Strata Corporation.
- (3) The user or owner of a Charging Station will pay the electricity charges for the Charging Station to the Strata Corporation determined as follows:
- (a) the monthly usage amount based on the direct metering of the power consumed using the internal meter available in the Charging Station or based on a dedicated revenue grade meter;
 - (b) a user fee payable monthly in advance to the Strata Corporation pursuant to a ratified rule from time to time:
 - (i) in a fixed amount; or,
 - (ii) in an amount determined on a reasonable basis including, but not limited to, the user's rate of consumption, recovery of operating or maintenance costs by the strata corporation, number of users and duration of use.
- (4) A Resident must not use, or permit any person to use an approved Charging Station other than the electrical vehicle approved by council without the prior written consent of council and agreement to comply with the Alteration & Indemnity Agreement and these bylaws.

Severability

- 45** The provisions of these bylaws shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

THE END