

# Bylaws of The Owners, Strata Plan EPS 738

## ("The Radius at Garrison")

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## Division 1 -- Duties of Owners, Tenants, Occupants and Visitors

### 1 *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) No person may stand for council or continue to be on council with respect to a strata lot and the vote for a strata lot may not be exercised, except on matters requiring a unanimous or 80% vote, if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the *Strata Property Act* (the "Act").

(3)

Where an owner fails to pay strata fees or a special levy on the due date, the strata corporation may fine an owner for contravention of these bylaws and, at its sole discretion, apply an interest charge of 10% per annum compounded annually on any unpaid strata fees and on any unpaid special levies.

(4) An owner who fails to pay strata fees or special levies by the due date shall compensate and indemnify the strata corporation for any legal and administrative expenses of filing a lien on the owner's strata lot, including legal costs on a solicitor and own client basis, and for any legal and administrative expenses incurred or expended by the strata corporation to enforce the lien through a forced sale proceeding under s. 117 of the Act.

### 2 *Repair and maintenance of property by owner*

2 (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) Notwithstanding the generality of subsections (1) and (2), an owner is responsible for:

(a) repair and maintenance of any alterations to the strata lot or to the strata lot's limited common property made by the owner or a previous owner of the strata lot, including ensuring that such alterations comply with all municipal bylaws, the BC Building Code, the strata corporation's bylaws, and any other statute, bylaw or regulation concerning building safety, health or construction;

(b) removing leaves, dirt and debris from the owner's limited common property balcony, deck or patio and keeping clear any balcony, deck or patio drain; and

(c) the repair and maintenance of the owner's limited common property balcony, including but not limited to the repair of torn or burnt vinyl decking and ensuring vinyl decking seams are kept sealed.

### **3      *Use of property***

3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise, smell, vibration or glare,

(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) An owner, tenant, occupant 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) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

(a) a reasonable number of fish or other small aquarium animals in a tank not to exceed 25 gallons;

(b) a reasonable number of small caged mammals;

(c) up to 2 caged birds;

(d) one dog or one cat.

(4) An owner, tenant, occupant or visitor must not keep any pet in a strata lot that is prohibited in British Columbia under the *Wildlife Act* and *Controlled Alien Species Regulation*.

(5) An owner, tenant, occupant or visitor must keep any pet in a carrier or on a leash not exceeding 6 feet in length while the pet is on common property, must ensure that the pet is kept under reasonable control, and must not permit the pet to:

(a) damage any common property or interfere with the use and enjoyment of the common property and common assets by other owners, tenants and occupants;

(b) urinate or defecate on common property or land that is a common asset, and must immediately remove and clean up their pet's waste should it occur;

(c) display any aggressive behaviour.

(6) An owner, tenant or occupant who keeps a dog or cat in a strata lot must register the pet with the strata council by providing the council with the pet's name, breed, colour, markings, license number (where required), the unit number of the strata lot in which the pet will be kept, and the name, telephone number and email address of the pet's owner. The pet must at all times be wearing a collar with a tag identifying its owner and the owner's telephone number.

(7) An owner, tenant or occupant must not (without the written permission of the strata corporation):

(a) place flags, signs, billboards, placards, notices or advertising matter of any kind on or in a strata lot that is visible from outside the strata lot or on common property or land that is a common asset, with the exception of "For Sale" signs which must be placed in the area designated by the strata council for such signs;

(b) install or hang or apply anything to or on a window that is visible from the exterior of a strata lot, other than window coverings that are white or cream;

(c) hang or display any laundry, washing, clothing, bedding or other articles in a strata lot that is visible from outside the strata lot or on common property or land that is a common asset;

(d) install or affix anything to the exterior of the building, including shade screens, awnings, window guards, smoke stacks, mail boxes, lockboxes, plant hangers, bicycle racks, hose racks, satellite dishes, radio antennae, supplementary heating or air conditioning units;

(e) obstruct or use the sidewalks, walkways, passages and driveways of the common property or land that is a common asset for any purpose other than ingress or egress from the strata lots or parking areas;

- (f) display Christmas lights except between December 1 and January 30, and such Christmas lights must be attached in a manner that does not cause damage to the exterior of the strata lot or to limited common property or common property;
- (g) bring any live or fresh-cut Christmas tree into a strata lot or on common property;
- (h) store any items on common property or any limited common property (including but not limited to hallway mats and carpets) other than in storage lockers or any other place designated by the council from time to time for the storage of items;
- (i) keep or store anything on any deck, balcony or patio except for patio furniture and accessories, a barbeque, and self-contained, free-standing planters;
- (j) store any hazardous or combustible material in a strata lot other than fuel used in outdoor gas or propane barbeques, and such fuel must only be stored outside on the owner's limited common property deck, balcony, or patio;
- (k) use any cooking device on any deck, balcony or patio other than a C.S.A. approved propane or electric barbecue when a C.S.A. approved fire extinguisher is in reach;
- (l) use or permit to be used any open-flame or other heating, lighting or decorative fixture or device on any deck, balcony or patio, regardless of whether such fixture or device is powered by propane or electricity;
- (m) allow their strata lot to become unsanitary or a source of unreasonable odour;
- (n) throw or discard anything from any window, deck, balcony or patio, including cigarette butts, or shake any rugs, carpets, mops or dusters of any kind from any part of a strata lot or common property;
- (o) keep or store anything in a strata lot or on common property (including limited common property) that will increase the risk of damage or fire or the rate of insurance on the strata corporation;
- (p) permit a strata lot to be occupied as a place of residence at any one point in time by more than three persons in a one-bedroom unit, or four persons in a two-bedroom unit. For the purposes of this bylaw, a "person" is defined to include minors, but exclude visitors staying for a period of less than 30 days;
- (q) use a strata lot for commercial or professional purposes, except as a home office;
- (r) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 11:00 p.m. and 7:00 a.m., or that encourages loitering by persons in or about the strata lot or common property;

- (s) enter any part of the common property or land that is common asset to which access is restricted, including but not limited to the roof, electrical rooms and mechanical rooms;
  - (t) smoke or permit smoking of any kind in a strata lot, on any common property, limited common property or land that is a common asset, or within 6 meters of any common area building door, open window or air intake. For the purpose of this bylaw, "smoke" or "smoking" means using, inhaling, exhaling, burning or carrying of a lighted cigarette, joint, e-cigarette, vapor pen or similar vaporizing device, cigar, pipe, hookah, bong or other smoking equipment that burns or vaporizes tobacco, nicotine, or marijuana/cannabis including oils, resins or other derivatives;
  - (u) use or permit any part of a strata lot, limited common property, common property, or land that is a common asset as a site for cultivating, growing, manufacturing, packaging, processing, dispensing, selling or distributing marijuana or cannabis, marijuana/cannabis derived products, related products and accessories, and/or any controlled substances (whether licensed or otherwise);
  - (v) feed birds or any animal other than a pet from within a strata lot or on common property or limited common property, and must only feed a pet within a strata lot;
  - (w) remove or cause damage to any trees, plants, bushes, flowers, lawns or other vegetation on common property and land that is a common asset, and without limiting the foregoing, must not place chairs, tables or other objects on the lawns and grounds so as to damage, prevent growth, or interfere with the maintenance of the common property;
  - (x) leave any shopping cart on the common property, limited common property, or land that is a common asset;
  - (y) permit a condition to exist within a strata lot that will result in the excessive consumption of water;
  - (z) provide keys, combinations, security fobs, security cards or any other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot;
- (8) An owner, tenant or occupant must not use or permit the use of all or part of a residential strata lot as short-term accommodation by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not:
- (a) enter into a license for the use of all or part of a strata lot;
  - (b) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time; or

(c) directly or indirectly advertise, market, promote or license for use any strata lot or part thereof as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time.

***(9) An owner, tenant or occupant who uses a strata lot as short-term accommodation in contravention of subsection (8) of this bylaw may be subject to a fine of up to \$1,000 per day, at the discretion of the strata council.*** ***4 Rental of a residential strata lot***

4 (1) Before renting to a prospective tenant, an owner must comply with s. 146 of the Act by giving the prospective tenant:

(a) the current bylaws and rules of the strata corporation (copies of the current bylaws and rules may be obtained from the strata corporation for the fees prescribed under the Act and the Regulations); and

(b) a Form K – Notice of Tenant's Responsibilities.

(2) Within two weeks of renting a strata lot, the landlord owner must:

(a) give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant; and

(b) pay the strata corporation any applicable moving fee established under strata corporation's bylaws or rules as amended from time to time.

(3) An owner who fails to provide the strata corporation with a Form K signed by the tenant in accordance with this bylaw may be subject to a fine of \$200 for each 7 day period that the strata lot is rented until the signed Form K has been provided to the strata corporation.

(4) The strata corporation may give the tenant notice terminating the tenancy agreement for cause under the *Residential Tenancy Act*, for a repeated and continuing contravention of a reasonable and significant bylaw or rule, if such contravention seriously interferes with another person's use and enjoyment of a strata lot, the common property or common assets. For clarity, a "significant bylaw or rule" includes, but is not limited to all bylaws and rules that relate to nuisance, harassment, use of and damage to property.

***(5) The strata corporation shall take all necessary steps to terminate a lease or tenancy that contravenes this bylaw including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs or expenses incurred by the strata corporation in enforcing any part this bylaw shall be the responsibility of the owner of the strata lot and shall be recoverable***



***from the owner on a solicitor and own client basis by the strata corporation.5 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, phone number, email address and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name, phone number, and email address.

**6 Obtain approval before altering a strata lot**

6 (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, deadbolt locks, windows or skylights 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) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

(2) The strata corporation may require as a condition of its written approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the Strata Corporation, its employees and agents for any future costs in connection with the alteration.

**7 Obtain approval before altering common property**

7 (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.

(2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the Strata Corporation, its employees and agents for any future costs in connection with the alteration.

## **8      *Alterations***

8(1) An owner intending to apply to the Strata Corporation for permission to alter a strata lot or the common property may be required to submit, in writing:

- (a) a detailed written description of the intended alteration,
- (b) a detailed plan showing the proposed location of the construction of the alteration and nature of the change, including details of the proposed materials and dimensions,
- (c) name(s) of the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,
- (d) proof of valid liability insurance and WorksafeBC coverage for the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,
- (e) an indemnity to cover any damage to common property or other strata lots as a result of the alterations,
- (f) all applicable permits, licences and approvals from the appropriate governmental authorities;
- (g) a signed assumption of liability agreement if required by the strata council under bylaws 6(2) or 7(2), and
- (h) such further and other documents or information which the strata council may reasonably require.

(2) Any alterations approved by the council may only be carried out between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday, excluding statutory holidays, and will be subject to all applicable municipal and provincial bylaws and codes.

(3) Without limiting the generality of the foregoing, an owner, tenant or occupant must not install new flooring in a strata lot except with written approval from the Strata Corporation and in accordance with the following:

(a) the installation of ceramic tile, slate or similar flooring will not be permitted other than in a kitchen, bathroom or entryway of a strata lot;

(b) the installation of hard surface flooring will require an acoustic underlay, the specifications of which will be determined by the strata council from time to time.

(4) In the event that the installation of hard surface flooring in a strata lot results in unreasonable noise or nuisance to neighbouring strata lots, as determined by the strata council acting reasonably, the strata corporation may require the owner of the strata lot with the hard surface flooring to take various steps to reduce noise transfer at the owner's expense, up to and including removal of the hard surface flooring and replacement with carpet or other more sound-absorbent flooring material.

(5) Applications for permission to make alterations that involve penetration into a concrete floor or ceiling slab must be reviewed and approved in advance by the strata corporation's structural engineer, or by a structural engineer approved by the council, at the owner's expense. The council, acting on the advice of a structural engineer, may also require the owner to obtain a ground penetrating radar survey before commencing any work on the slab.

(6) An owner, tenant or occupant who alters common property or a strata lot without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property or a strata lot to its condition prior to the alteration. If the owner, tenant or occupant refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner. The cost of such restoration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

## **9      *Owner insurance and indemnity for damage to common property and strata lots***

9(1) An owner must obtain and maintain liability and property insurance on his or her strata lot(s) sufficient to cover the cost of any insurance deductibles or uninsured repair costs charged to the owner by the strata corporation pursuant to this bylaw. An owner must provide proof of insurance to the strata corporation upon request.

(2) An owner, tenant, occupant 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 (the "Property").

(3) An owner is responsible for any damage to the Property caused by occupants, tenants, visitors and other invitees to the owner's strata lot.

(4) An owner shall indemnify and save harmless the strata corporation for any loss or damage to the Property for which the owner, or their occupants, tenants, visitors or invitees is responsible, or any loss or damage to the Property which is the result of any damage, event, occurrence or incident occurring or originating in the owner's strata lot.

(5) An owner's obligation to indemnify and save harmless the strata corporation under this bylaw includes the expense of any investigation, remediation, maintenance, repair, replacement, or administration thereof, rendered necessary in respect of the Property, but only to the extent that such expense is not reimbursed from the proceeds received by the operation of any insurance policy. For clarity, any insurance deductible paid or payable by the strata corporation is considered an expense not reimbursed from the proceeds of insurance.

(6) Without limiting the foregoing, where the strata corporation takes steps or does work, on an emergency basis, to mitigate damage to a strata lot, and in doing so incurs costs which are not paid as part of an insurance claim, the strata corporation can charge those costs to either of:

- (a) the owner of the strata lot to which those steps or work relate;
- (b) the owner from whose strata lot the damage occurred or originated.

## **10     *Permit entry to strata lot***

10 (1) An owner, tenant, occupant 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;
- (ii) investigate a complaint about the contravention of the bylaws or rules.

(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 who fails to ensure that their strata lot is accessible for the strata corporation's annual fire safety system testing, or for any other scheduled repair or maintenance, will be responsible for any costs incurred by the strata corporation for scheduling a return visit.

## **Division 2 -- Powers and Duties of Strata Corporation**

### **11     *Repair and maintenance of property by strata corporation***

11 (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 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 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, and

(v) fences, railings and similar structures that enclose patios, balconies and yards.

(2) Notwithstanding subsection (1)(d) of this bylaw, the strata corporation may, at its sole discretion, conduct emergency repairs to a strata lot in the event of a water loss affecting the strata lot, in order to mitigate further loss or damage.

## **12     *Dispute resolution and collection of strata property fees and special levies***

12 (1) The strata corporation may proceed under the *Small Claims Act* or the *Civil Resolution Tribunal Act*, without further authorization of the owners, to:

- (a) recover money owing to the strata corporation from an owner or other person, including money owing as a fine; or
- (b) obtain any such relief as is available to it under the *Small Claims Act* or the *Civil Resolution Tribunal Act*.

(2) An action in Small Claims Court or before the Civil Resolution Tribunal must be authorized by a majority vote of the council.

(3) The council has full authority to settle all actions commenced in Small Claims Court or before the Civil Resolution Tribunal and all actions commenced for the collection of outstanding strata property fees and special levies.

## **13     *Harassment prohibited***

13 (1) Every owner, tenant or occupant of a strata lot is prohibited from violating the entitlement of each owner, tenant and occupant of a strata lot and every council member, employee, contractor and agent of the strata corporation to use and enjoy the strata lots, the common property and to carry out their duties to the strata corporation free from harassment or abuse of any kind, (whether in person, over the telephone, or in writing by any form) which includes, but is not limited to the right to be free from:

- (a) threats, intimidation, yelling, or verbal abuse of any kind;
- (b) physical abuse which includes, but is not limited to, unwelcome physical pursuit, unwelcome touching or threats of unwelcome touching;
- (c) targeted nuisance;

(d) inappropriate surveillance and staring; or

(e) unwelcome remarks, jokes, slurs, or taunting, especially about a person's character, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender or age.

(2) Upon being notified by another owner, tenant or occupant verbally or in writing (the "Notifying Person"), the owner, tenant or occupant receiving the notice may not deliver any emails, notices, or any written communications of any kind to the Notifying Person or the strata lot of the Notifying Person, except for communication that is from the strata corporation or that is authorized to be delivered to a Notifying Person under the Act, the Regulation or these bylaws.

(3) The strata council may, on behalf of an employee, contractor, council member or agent of the strata corporation, notify an owner, tenant, or occupant by notice in writing that they are not to communicate with that identified employee, contractor, council member or agent, except for communication that is from the strata corporation or that is authorized to be delivered under the Act, the Regulation or these bylaws. Any communication in breach of this provision constitutes harassment under this bylaw.

## **14 Privacy**

14 (1) In addition to personal information that is collected, used and disclosed by consent or as otherwise required by law, the strata corporation collects, uses, and discloses personal information from owners, occupants and tenants for the purpose of carrying out its duties and responsibilities under the Act. The personal information collected and used includes the following:

- (a) banking or credit card information to allow pre-authorized payments ("PAP") to pay strata fees,
- (b) information regarding pets in a suite,
- (c) personal information collected through the use of video surveillance equipment,
- (d) names and contact information of all persons living in a suite, and
- (e) information created by a computerized access key fob system.

(2) Video surveillance cameras are installed in the following common areas of the strata corporation:

(a) lobby entrances to the north and south;

(b) elevators and elevator lobbies;

(c) parkade gates and other parkade areas.

(d) East and West stairwells

(e) East and West Emergency Exits

(3) The video surveillance camera system operates 24 hours a day and the strata corporation collects data from the video surveillance cameras. The strata corporation also collects data with respect to the usage of each security fob programmed for use at the strata corporation.

(4) The video and/or fob records will be used to detect, deter and assist in the investigation of criminal activity, and breaches of the bylaws and rules.

(5) The video files and fob records are stored for a period of up to 30 days from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.

(6) The personal information of owners, tenants, occupants or visitors collected in accordance with this bylaw will only be reviewed or disclosed to:

(a) authorized law enforcement personnel; and/or

(b) members of strata council, section executives, and authorized agents of the strata corporation.

(c) The Caretaker, under direction of the Council.

(7) In the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.

(8) In installing and/or maintaining the systems described herein, the strata corporation and the sections make no representations or guarantees that any of the systems will be fully operational at all times. Neither the strata corporation nor the sections is responsible or liable to any owner, tenant or occupant or visitor in any capacity (including the failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the system.



(10) The council shall develop and implement a privacy policy setting out the procedures for collecting, using, verifying and disclosing personal information. An up-to-date copy of the privacy policy shall be provided to each owner or registered tenant upon request.

(11) The council shall designate a member of the strata council as the “Privacy Officer” for the strata corporation. The Privacy Officer will have the responsibility of ensuring that the strata corporation complies with the privacy policy as well as the *Personal Information Protection Act*.

### **Division 3 -- Council**

#### **15 Council size**

15 (1) The council must have at least 3 and not more than 7 members.

#### **16 Council members' terms**

16(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.

#### **17 Removing council member**

17 (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.

(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.

#### **18 Replacing council member**

18 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more 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 section 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 20% 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.

## **19     *Officers***

19 (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 and a treasurer.

(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) for the remainder of the president's term if the president ceases to hold office.

(4) 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.

## **20     *Calling council meetings***

20 (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) 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.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

## **21     *Quorum of council***

21 (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 or 6 members, and
- (c) 4, if the council consists of 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

## **22     *Council meetings***

22 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

## **23     *Voting at council meetings***

23 (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.

## **24     *Council to inform owners of minutes***

24 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

## **25     *Delegation of council's powers and duties***

25 (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, or

(c) whether a person should be denied access to a recreational facility.

## **26     *Spending restrictions***

26 (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.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

## **27     *Limitation on liability of council member***

27 (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) The strata corporation must indemnify an owner for any claims made against the owner arising out of or in connection with the owner's role as a council member provided the council member has acted honestly and in good faith.

# **Division 4 -- Enforcement of Bylaws and Rules**

## **28     *Maximum fine***

28 (1) The Strata Corporation may fine an owner or tenant a maximum of:

- (a) \$1,000 for the use of a strata lot as short-term accommodation;
- (b) \$200 for each contravention of a bylaw, and
- (c) \$50 for each contravention of a rule.

(2) An owner is liable for the contravention of the bylaws and rules by his or her tenants, invitees, licensees or visitors and is liable for all costs or expenses incurred or expended by the strata corporation in correcting, remedying or curing such infractions or violations and the same shall be charged to that owner, and shall be payable on the first day of the next month following the infraction or violation.

(3) An owner shall be liable for and indemnify the strata corporation for any legal and administrative expenses, including legal costs on a solicitor and own client basis, incurred or expended by the strata corporation as a result of such infraction or violation or of its having to enforce these bylaws and rules, which include legal costs associated with any court or tribunal proceeding related to such enforcement.

## **29     *Continuing contravention***

29 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, a fine may be imposed:

(a) every 7 days, or

(b) daily, in the case of a contravention of a short-term accommodation restriction bylaw.

## **Division 5 -- Annual and Special General Meetings**

## **30     *Quorum***

30 (1) A quorum for a general meeting is 1/3 of the strata corporation's eligible voters, present in person or by authorized representative or by proxy.

(2) At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within 15 minutes thereafter, then the eligible voters who are present in person throughout the meeting, by authorized representative or by proxy, shall constitute a quorum.

(3) Subsection (2) does not apply to general meetings called by voters pursuant to s. 43 of the Act.

## **31     *Person to chair meeting***

31 (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 by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

### **32     *Participation by other than eligible voters***

32 (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, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **33     *Voting***

33 (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 an eligible voter requests a precise count.

(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 council must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **34    *General meetings held via electronic means***

34 (1) An annual or special general meeting may be held by the strata corporation using electronic means, including by teleconference or video conference, so long as all participants in the meeting can communicate with each other.

(2) If an annual or special general meeting of the strata corporation is held via electronic means, persons who participate in the meeting by electronic means are deemed to be present in person for the purposes of the meeting.

(3) Despite any other bylaw, in the event that an eligible voter attends an annual or special general meeting of the strata corporation by electronic means, the strata corporation has no obligation to make provision for a secret ballot for that particular voter, or to issue them a voting card.

(4) If the general meeting is held by video conference:

(a) persons wishing to attend the meeting by proxy must submit their proxy form to the strata corporation (or the section, as the case may be) by email to the designated email address indicated on the general meeting notice, by no later than 4PM on the business day immediately preceding the date of the general meeting, otherwise their proxy may not be accepted;

(b) persons wishing to participate in the video conference must:

(i) access the meeting portal on a computer, smart phone, tablet or other electronic device that is equipped with audio, microphone and a working camera;

(ii) register to participate in the meeting during the registration period and prior to the meeting start time indicated on the meeting notice;

(c) registration, verification of proxies, and quorum of eligible voters must be confirmed by the meeting chair at the beginning of the meeting by roll call or some other method chosen by the chair.

(5) Voting at a meeting held using electronic means may be conducted using any of the following voting methods, as determined by the chair of the meeting:

(a) show of hands;

(b) online poll;



- (c) roll call;
- (d) email to a designated email address during a designated voting window;
- (e) hand delivery of ballots to a designated location during a designated voting window; or
- (f) any other method that identifies voters and provides a precise count.

### **35     *Order of business***

35 (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) Despite subsection (1), the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

## **Division 6 -- Voluntary Dispute Resolution**

### **36     *Voluntary dispute resolution***

36 (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 -- Marketing activities**

### **37     *Selling of strata lots***

38 (1) An owner of a strata lot, when selling his or her strata lot, must not:

- (a) place or permit to be placed any "For Sale" signs on or visible from the exterior of a strata lot; or
- (b) place or permit to be placed any "For Sale" signs on or about the common property except on the sign-post, located near the entrance of the complex, designated for that purpose.

## Division 8 – Miscellaneous

### 38 *Moving*

38 (1) An owner must ensure that all moves in or out of a strata lot by an owner, tenant or occupant conforms to the bylaws and rules established by the strata corporation from time to time.

(2) An owner, tenant or occupant must:

(a) move all furniture, appliances and personal effects in or out of the building between the hours of 8:00 a.m. and 9:00 p.m., Monday through Friday, and 9:00 a.m. and 9:00 p.m. on weekends and statutory holidays;

(b) provide the strata council or its authorized agent with a \$200.00 non-refundable moving, security and preparation fee and at least five days notice prior to moving any furniture and effects in or out of the building;

(c) prior to moving in or out of a strata lot, pay the strata council or its authorized agent a \$500.00 refundable damage deposit, the balance of which will be refunded to the payor following the subtraction of any costs incurred by the strata corporation relating to the move, including but not limited to cleaning, garbage disposal or repair costs;

(d) arrange to obtain and use an elevator service key and elevator protection pads, and install floor coverings if requested by the building manager;

(e) not leave any exterior door unlocked or open unless the owner, tenant or occupant or a designated representative is present at the door to maintain security;

(f) not allow any furniture to pile up in the lobby area, and must ensure that all common areas are left free and clear upon completion of the move.

(3) Failure to notify the strata council or its authorized agent of a move-in or move-out in accordance with subsection (2)(b) of this bylaw may result in the move being denied or having to be re-scheduled.

(4) An owner, tenant or occupant must not cause damage to the common property while moving in or out of the building.

(5) If the common property is damaged as a result of the moving in or moving out of the building, the strata corporation may do what is reasonably necessary to repair such damage and may require the owner or tenant to pay the reasonable costs of remedying this bylaw contravention, including payment of reasonable legal costs as between a solicitor and his own client basis.

### **39     *Vehicles and Parking***

39 (1) An owner, tenant, or occupant must not (without the written permission of the strata corporation):

- (a) permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers, to enter or be parked or stored on common property, limited common property or land that is a common asset;
- (b) keep or store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset, and must provide the strata corporation with a copy of a vehicle's storage insurance policy if applicable;
- (c) keep or store any vehicle that leaks or drips any fluid including gasoline onto common property or land that is a common asset, and any such fluid may be cleaned by the strata corporation at the owner's expense after 7 days' notice to the vehicle owner;
- (d) sell, lease or license parking stalls to any person other than to another owner, tenant or occupant of the building with the written permission of strata council;
- (e) park anywhere other than in parking assigned to the owner's strata lot, unless permission by another owner has been given;
- (f) use any parking area as a storage or work area;
- (g) perform any major automotive maintenance or repairs on a vehicle in the parking area or elsewhere on common property;
- (h) permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones;
- (i) wash their vehicle inside the parking garage;
- (j) enter or exit the parking garage without waiting for the garage door to completely close;
- (k) drive a vehicle without their headlights on and in excess of the 8 kph maximum speed limit within the parking area.

(2) Any vehicle parked in violation of these bylaws may be removed at the strata corporation's discretion and towed at the vehicle owner's expense.

### **40     *Bicycles and Storage***

40 (1) Bicycles, recreational scooters and other similar recreational items are not permitted on common landscapes or sidewalk areas and must not be kept on balconies or patios; instead, they

must be stored within the owner's strata lot or such area as may be prescribed by council from time to time, including:

- (a) within an owner, tenant or occupant's designated storage locker; or
  - (b) chained within an owner, tenant or occupant's designated parking stall.
- (2) An owner, tenant or occupant must only use the storage locker(s) specifically assigned to the strata lot in which they reside and no other person may use the storage locker without their permission, unless such permission is provided by the owner of that strata lot.
- (3) An owner, tenant or occupant must not use the electrical outlets within their designated storage locker to power or charge any appliances or electronics.
- (4) Any items found in the wrong storage locker must be removed within 10 days of a related notice being posted in the elevator and on the door to the storage locker room. Any item stored after the 10 day notice period or in violation of these bylaws may be removed at the strata corporation's discretion and disposed of at the owner's expense.
- (5) An owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at their own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is insured under that policy.

#### **41     *Garbage and Recycling Disposal***

41 (1) An owner, tenant or occupant must not:

- (a) deposit garbage or recycling anywhere other than in the designated containers or receptacles provided by the strata corporation for that purpose; or
  - (b) deposit materials that are not accepted by the municipal waste management or recycling system ("Unauthorized Waste") in the strata corporation's garbage and recycling containers.
- (2) An owner, tenant or occupant must empty and flatten all cardboard materials prior to their disposal.
- (3) Owners and tenants are responsible for disposing of Unauthorized Waste at their own expense. Owners who deposit Unauthorized Waste in the strata corporation's garbage or recycling containers will have the strata corporation's cost of disposing of the Unauthorized Waste and any fines paid by the strata corporation charged back to their account.

## **42     *Security***

42 (1) An owner, tenant or occupant must advise the strata corporation if their strata lot is equipped with any security alarm or security monitoring device, and must ensure that all such alarms are silenced within 30 minutes in the event they are activated.

(2) An owner, tenant or occupant must notify the strata corporation immediately upon any loss or theft of a building access FOB, and must pay the strata corporation a replacement FOB fee of \$125.00.

## **Division 9 -- Amenities**

## **43     *Amenity room***

43 (1) An owner, tenant or occupant may rent the amenity room so long as that owner, tenant or occupant complies with the terms of this bylaw and any additional bylaws and rules of the strata corporation related to the use of the amenity room.

(2) An owner, tenant or occupant may only rent the amenity room if they have completed an Appendix 1 Rental Agreement form and delivered it to the strata corporation or their authorized representative.

(3) An owner, tenant or occupant that rents the amenity room must pay to the strata corporation a non-refundable rental fee of \$50.00. The amount of the amenity room rental fee may be amended by council from time to time by rule.

(4) An owner, tenant or occupant that rents the amenity room is responsible for any damage that is caused to the amenity room during their rental and must provide the strata corporation with a damage deposit of \$250.00 at the time of booking the amenity room. The damage deposit may or may not be refunded at the end of the rental as follows:

(a) an authorized representative of the strata corporation will inspect the condition of the amenity room both prior to and after the rental;

(b) if the authorized representative determines that there has been no damage amenity room attributable to the rental, then the \$250.00 damage deposit will be returned to the owner; and

(c) If the amenity room is damaged as a result of the rental, the strata corporation may do what is reasonably necessary to repair such damage and will retain the \$250.00 to the extent necessary to repair such damage, and may require the owner, tenant or occupant to pay the reasonable costs of remedying this bylaw contravention, including payment of rea-

sonable legal costs as between a solicitor and his own client basis, even if such costs exceed the amount of the damage deposit.

(5) The amenity room is solely for the use of owners, tenants and occupants and their invited guests, or for the use of the strata corporation when conducting the business of the strata corporation.

(6) An owner, tenant or occupant who rents the amenity room must ensure that:

- (a) their guests are accompanied at all times during their rental of the amenity room; and
- (b) if used for a social function, the amenity room is only used between 11:00 a.m. – 11:00 p.m.
- (c) the amenity room is cleaned after use.

#### **44     *Guest suite***

44 (1) An owner, tenant or occupant may rent the guest suite from the strata corporation for a period of no longer than 4 consecutive days and nights so long as that owner, tenant or occupant complies with the terms of this bylaw and any additional bylaws and rules of the strata corporation related to the use of the guest suite.

(2) Despite subsection (1), an owner, tenant or occupant may rent the guest suite from the strata corporation for longer than 4 consecutive days, but any rentals exceeding 4 days will be on a day-to-day basis only at the discretion of the strata corporation.

(3) An owner, tenant or occupant may only rent the guest suite if they have completed an Appendix 1 Rental Agreement form and delivered it to the strata corporation or their authorized representative.

(3) An owner, tenant or occupant that rents the guest suite must pay to the strata corporation the guest suite rental fee. The amount of the guest suite rental fee is set by council from time to time by rule.

(4) An owner, tenant or occupant that rents the guest suite is responsible for any damage that is caused to the guest suite during that rental period and must provide the strata corporation with a damage deposit of \$250.00 by cheque or cash at the time of booking the guest suite. The damage deposit may or may not be refunded at the end of the rental period as follows:

- (a) an authorized representative of the strata corporation will inspect the condition of the

guest suite both prior to and after the rental;

(b) if the authorized representative determines that there has been no damage guest suite attributable to the rental, then the \$250.00 damage deposit will be returned to the owner; and

(c) If the guest suite is damaged as a result of the moving in or moving out of the building, the strata corporation may do what is reasonably necessary to repair such damage and will retain the \$250.00 to the extent necessary to repair such damage, and may require the owner, tenant or occupant to pay the reasonable costs of remedying this bylaw contravention, including payment of reasonable legal costs as between a solicitor and his own client basis, even if such costs exceed the amount of the damage deposit.

(5) An owner, tenant or occupant and their guests renting the guest suite must not check-in to the guest suite until 3:00 pm or later and must check out of the guest suite before 12:00 pm.

(6) An owner, tenant or occupant renting the guest suite on behalf of their guests must ensure the guest suite is cleaned after use. Guests must bring all of their own bedding, towels, toiletries, etc. which must be promptly removed after the stay is complete.

(7) The maximum number of guests that may stay in the guest suite at any time is six and at least one of those guests must be 19 years of age or older.

**END OF BYLAWS**