

# GINGER – BCS3560

## REGISTERED BYLAWS

| Registration Number | Comments        | Date of Registration |
|---------------------|-----------------|----------------------|
| BB1320578           | Bylaw Amended   | May 3, 2011          |
| BB4043707           | Bylaw Amendment | April 25, 2012       |
| CA3915891           | Bylaw Amendment | August 21, 2014      |
| CA4481783           | Bylaws Amended  | June 23, 2015        |
| CA5321407           | Bylaws Amended  | July 6, 2016         |
| CA 6113870          | Bylaws Amended  | June 30, 2017        |
| CA6906516           | Bylaws Amended  | July 3, 2018         |
| CA7552983           | Bylaws Amended  | June 11, 2019        |
| CA7552984           | Bylaws Amended  | July 11, 2019        |
| CA9229046           | Bylaws Amended  | July 28, 2021        |

These are copies of the building bylaws for Strata Corporation BCS3560. For a true copy of all registered building bylaws and amendments, please obtain the necessary records from the Land Titles Office.



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

**Payment of strata fees and other charges levied by the strata corporation**

- 1 (1) An owner must pay strata fees and other charges levied by the strata corporation on or before the first day of the month to which the strata fees relate, or upon such date as may be specified in a special levy authorized by a  $\frac{3}{4}$  vote resolution of the owners. If an owner fails to pay strata fees or other charges at the required time, the strata corporation may charge interest at 10% per annum or at the maximum rate specified in the Strata Property Regulation. If an owner fails to pay a special levy at the required time, the owner may be fined \$50.00 for each month the special levy remains unpaid.
- (2) All banking charges incurred by the strata corporation as a result of a cheque being dishonoured by the owner's financial institution will be charged back to the owner.
- (3) If the strata corporation incurs legal or other costs in order to collect strata fees, expenses 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 costs incurred by the strata corporation on a "solicitor and own client" basis.

**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.

**Use of property**

3 An owner, tenant, occupant or visitor must not:

- (1) 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,
  - (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.
  - (f) is in contravention of any rule, order or bylaw of the City of Vancouver applicable to the Strata Lot, or that is inconsistent with the intent of these bylaws
- (2) An owner, tenant, occupant or visitor must not:
- a) 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.
  - (ii) An owner shall not:
    - a) Use his strata lot for any purpose which may be injurious to the reputation of the building;
    - b) Make or cause to be made any structural alteration to a strata lot nor paint, decorate, add to or remove any structure from the exterior of the building or the strata lot of add to or alter the wiring, plumbing, piping or other services to a strata lot of within first obtaining the written consent of the strata council; and
    - c) Install or change any lock on any door leading to or within any strata lot without the prior written consent of the strata council."

(3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(4) 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;
- b) a reasonable number of small caged mammals;
- c) up to 2 caged birds;
- d) two dogs or two cats or one dog and one domestic cat;
- e) the owners of pets and the owners, occupants and tenants of any strata lot in which a pet is being kept shall be fully responsible for the behavior of said pets. Conduct of any pet which, in the opinion of the Strata Council, constitutes a nuisance, may result in a fine and for continuance contravention of the bylaw can result in having the pet(s) being removal from the building within thirty (30) days.
- f) It is the responsibility of the owner of a strata lot to inform any visitor to said strata lot of the rules concerning pets and to clean up after and repair any damage caused by the pet of a guest.
- g) No vicious dogs are permitted in any strata lot of on any common property. For the purposes of this by law a “vicious dog” shall mean:
  - (i) any dog that has injured or killed any person or other animal while running at large;
  - (ii) any dog that aggressively harasses or pursues a person or other animal while running at large;
  - (iii) any dog that has been trained or used for dog fighting; and
  - (iv) any Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, Rottweiler or
  - (v) any dog or mixed breeding which includes any of these breeds as determined by a veterinarian licensed to practice in the Province of British Columbia.

BB1320578 Bylaw amended 4 (e)(f)(g) May 3, 2011

(5) An owner, tenant, occupier or visitor shall not:

- a) make undue noise in or about the Strata Lot , common property or limited common property which would create a nuisance or disrupt the occupants of Strata Lots, their families or guests’
- b) hang or place any window drapes, blinds, signs or other objects which will adversely affect the consistency of the exterior appearance of the building’
- c) deposit household refuse and garbage on our about the common property or limited common property except in places designated by the strata council from time to time. Any materials other than ordinary household refuse and garbage shall be disposed of either by or at the expense of the owner;
- d) move or permit to be moved furniture of furnishings in or out of the building except in accordance with the rules and regulations passed by the strata council from time to time;
- e) park any recreational vehicle, boat, trailer or other property, except passenger vehicles, on the common property or limited common property without approval of the strata council.
- f) An owner, tenant, occupant or visitor of or to a strata lot shall not feed nuisance birds such as pigeons, seagulls, crows, or starlings from any strata lot of common property.

(6) An owner, tenant, occupant or visitor of or to a strata lot must not place any stereo or other speakers against, on or in any ceiling, floor or wall separating one strata lot from another.

- (7) An owner, tenant, occupant or visitor must not install, maintain or permit any television dish or antenna or any sort or kind to be located on or about any strata lot, common property or limited common property.
- (8) An owner, tenant, occupant or visitor of or to a strata lot must not park or permit any vehicle to be kept or parked on any common property or limited common property if such vehicle leaks any oil, fuel or other substance and must not perform or permit to be performed, other than in an emergency, any motor vehicle repairs on common property and must promptly clean up any oil, fuel or other substance which leaks on to common property or limited common property.
- (9) An owner, tenant, occupant or visitor of or to a strata must not carry on any business or activity which causes, tends to cause or can reasonably be expected to cause any nuisance to the other owners, tenants and occupants of the building and, without limited the foregoing, will not:
  - a) cause or permit any noise, vibration or odour to emanate from any strata lot to any other strata lot or the common property;
  - b) bring any toxic or hazardous products in or on to any strata lot or common property;
  - c) play any music audible beyond the boundaries of the strata lot, it being the stated intent of the Strata Corporation that the quiet enjoyment of all residents of the building be of paramount concern and importance.

**Inform Strata Corporation**

- 4** (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number 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.

**Obtain approval before altering a strata lot**

- 5** (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, 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 must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.

**Obtain approval before altering common property**

- 6** (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.

**Permit entry to strata lot**

- 7** (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 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.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

**7A** Separate Sections

- a) The commercial strata lots, being Strata Lots 1 to 4 inclusive (the "Commercial Strata Lots"), will form a separate section (the "Commercial Section") within the Strata Corporation;
- b) The residential strata lots being Strata Lots 5 to 82 inclusive (the "residential Strata Lots"), will form a separate section (the "Residential Section") within the Strata Corporation.

**7B** Expenses of Section

- a) The strata lot owners' contribution to the common expenses of the Strata Corporation will be levied in accordance with this Bylaw;
- b) Except as otherwise provided herein and except as set out in any resolution passed pursuant to Section 1000 of the Strata Property Act S.B.C. 1998, c. 43, expenses that are not attributable exclusively to the Commercial Strata Lots or exclusively to the Residential Strata Lots will be borne by owners of all strata lots in the proportion that the unity entitlement of each such strata lot bears to the aggregate of the unit entitlement of all strata lots;
- c) Except as otherwise provided herein, expenses attributable exclusively to or reasonably allocable to the Commercial Strata Lots including, but not so as to restrict the generality of the foregoing, the cost of utilities such as hot water, electricity, heating and the cost of insurance, and the cost of any necessary maintenance, repair and replacements to the common areas used primarily by the occupiers of the Commercial Strata Lots including areas designated as limited common property for the Commercial Strata Lots (but excluding pipes, wires, cables, chutes and ducts, within such limited common property areas which are used by or for the benefit of all strata lots), will be borne by the owners of the Commercial Strata Lots and will be allocated amongst them in accordance with their respective consumption of use of the utilities or services to which the costs of expenses relate;
- d) Except as otherwise provided herein, expenses attributable exclusively to or reasonably allocable to the Residential Strata Lots including, but not limited to, the costs of utilities such as hot water, electricity, heating and the cost of insurance and the cost of any necessary maintenance, repair and replacements to the common areas used primarily by the occupiers of the residential strata lots including areas designated as limited common property for the Residential Strata Lots (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all strata lots), all costs of operation, repair, maintenance and replacement of elevators, including, without limitation, electrical consumption, maintenance, repair and supervision of these areas and of repair, maintenance, purchase or replacement of equipment and furnishings in these areas will be borne by the owners of the Residential Strata Lots in proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all Residential Strata Lots;

- e) If the costs of insurance for the Strata Corporation is increased by reason of the business or activities of the owner or occupier of any particular strata lot, the amount of the increase in cost so attributable to the such strata lot with be borne solely by the owners of that strata lot and will be excluded from the amount chargeable to all other owners.

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

### **Repair and maintenance of property by Strata Corporation**

- 8. Except to the extent such matters are the responsibility of a separate section pursuant to Bylaw 8A 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 or 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 and windows 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.

### **8A Powers and Duties of Sections**

- a) The Strata Corporation retains it's powers and duties in matters of common interest to all the owners and the provisions of Sections 31 and 32 herein shall apply to all strata lots.
- b) Each separate section of the Strata Corporation will:
  - i. Control, manage and administer the strata lots within the separate section, the limited common property appurtenant to the separate section or to strata lots within the separate sections and other assets of the separate section the Strata Corporation for the benefit of all members of the separate sections;
  - ii. Keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section and other assets of the separate section;
  - iii. Maintain all areas of limited common property appurtenant to the separate section or to strata lots within the separate section, both internal and external, including lawns, common gardens, common parking and storage areas, public halls and lobbies;
  - iv. Maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the strata lots within the separate section or the common property appurtenant to the separate section

- or to the strata lots within the separate section and used exclusively for that section;
  - v. Collect and receive all contributions towards the expenses common to the separate section paid by the owner and deposit the same with a savings institution; and
  - vi. Pay all sums of money properly required to be paid on account of all services, or supplies and assessments pertaining to, or for the benefit of, the separate section.
- c) A separate section of the Strata Corporation may:
- i. Purchase, hire or otherwise acquire personal property for use by the owners in the separate section in connection with their enjoyment of the limited common property appurtenant to the separate section or to the strata lots within the separate section or other assets of the separate section;
  - ii. Make such rules and regulations as it may consider necessary or desirable from time to time in relation to the use, enjoyment, safety and cleanliness of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section provided however that no such rule or regulation may be made which is inconsistent with or seeks to reduce or negate any right afforded any tenant of premises contained in any bona fide arms length commercial lease existing prior to the introduction of any such rule or regulation;
  - iii. Do all things necessary for the enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section, generally, including removing privileges in use of certain facilities of fixing and collecting fines for contravention of the rules or regulations;
  - iv. Make an agreement with any occupier of tenant of a portion of the strata lot within the separate section for the provision of amenities or services by it to that portion of the strata lot; and
  - v. Grant to an occupier or tenant of all or a portion of a strata lot within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to the separate section or special privileges in respect thereof including the right to grant sub rights of exclusive use and enjoyment, such a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves.
- d) Any resolution passed by the Strata Corporation or the executive of a separate section will clearly state the particular strata lot of common property or limited common property to which such resolution applies and resolutions made by the executive of a separate section will apply only to the strata lots within, and limited common property appurtenant to, that separate section or to strata lots within that separate section.

### **Division 3 – Council**

#### **Council size**

- 9** (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the Strata Corporation has fewer than 4 owners, all the owners are on the council.
  - (3) At least one member of the council will be elected from and among the owners of strata lots in each separate section.



- (4) The powers and duties of a separate section will, subject to an restriction imposed or any direction given at a general meeting of the separate section, be exercised and performed by the executive of the separate section and the member of the separate section may pursuant to these Bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the Strata Corporations.
- (5) Each section must elect an executive for that section and the section executive has the same powers and duties with respect to the section as the Strata Corporation's council has with respect to the Strata Corporation.
- (6) The executive of the Commercial Section will be elected by and from and amongst the owners within that separate section, will consist of not less than one (1) or more than six (6) members, will have a chair and a vice-chair and will conduct the affairs in the same manner as the strata council is required to conduct its affairs pursuant to these Bylaws. The executive of the Residential Section will be elected by and from and amongst the owners within that separate section, will consist of not more than seven (7) or less than three (3) members, will have a chair and a vice-chair and will conduct the affairs in the same manner as the strata council is required to conduct its affairs pursuant to these Bylaws.

**Council members' terms**

- 10** (1) The terms 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 reelection.
  - (3) The owner or spouse of an owner may stand for council but not both persons.
  - (4) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
  - (5) No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
  - (6) No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charges against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.
  - (7) In 2011, the term of office for council appointment shall be: for the three (3) candidates securing the highest number of votes, with a tie being determined by alphabetical order of surname a two (2) year term, the remaining three candidates be elected for a one year term. After 2011, the balance of the term should be two (2) year period.

**BB1320578      Bylaw amended 10      May 3, 2011**

**Removing council member**

- 11** (1) Unless all the owners are on the council, 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.

**Replacing council member**

- 12** (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 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 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.

**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) 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.

**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 one month of 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 week of the hearing.

**Quorum of council**

- 16** (1) A quorum of the council is
- a) 1, if the council consists of one member,
  - b) 2, if the council consists of 2, 3 or 4 members,
  - c) 3, if the council consists of 5 or 6 members, and
  - d) 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.

**Council meetings**

- 17** (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) rental restriction bylaw exemption hearings under section 144 of the Act;
  - c) 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**

- 18** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, 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.

**Council to inform owners of minutes**

- 19** 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.
- 19A** The executive of each separate section will keep, in one location, or in the possession of one person and will make available on request to an owner within the separate section or a person authorized by him:
- a) a copy of any special or unanimous resolutions passed by the separate section;
  - b) copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, agreements for sale, leases, licenses, easements or rights-of-way.
  - c) Minutes of all general meetings of the separate section' and
  - d) Minutes of all meetings of the executive of the separate section.

**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, or
  - c) whether a person should be denied access to a recreational facility.

**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.
- (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.

**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.

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

**Maximum fine**

- 23** The Strata Corporation may fine an owner or tenant a maximum of
- a) \$200 for each contravention of a bylaw, and
  - b) \$50 for each contravention of a rule.

BB1320578

Bylaw amended 23

May 3, 2011

**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.
- 24A** Any infraction or violation of any rules and regulations established by a separate section pursuant to these Bylaws on the part of an owner, his/her/its employees, agents, invitees or tenants may be corrected, remedied or cured by the separate section, and any costs or expenses expended or incurred by the separate section in correcting, remedying or curing such infraction or violation, will be charged to that owner or the occupier of tenant of a portion of that owner's strata lot by the separate section and will become due and payable forthwith on demand for payment being made by the separate section.

**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 by the eligible voters present in person or by proxy 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, 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.

**Electronic Attendance and Voting**

**27** (1) Attendance by persons at an annual or special general meeting may be by telephone or

other electronic means if such method permits all persons participating in the meeting to communicate with each other during the meeting.

(2) Proxy holders who attend electronically must submit the signed proxy to the strata corporation for certification as required by the council.

(3) At an annual or special general meeting, voting cards must be issued to the eligible voters other than those attending electronically.

(4) At an annual or special general meeting, a vote is decided in respect of:

(a) those attending in person by:

- (ii) show of voting card;
- (iii) ballot;
- (iv) roll call, or some other method as decided by the chair.

(b) those attending electronically by:

- (ii) verbal communication; or
- (iii) email or text if permitted by the chair.

(5) If a precise count is requested, the chair must decide whether it will be by show of voting cards, by roll call, secret ballot or some other communication method, as appropriate for those attending electronically.

(6) 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.

(7) 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.

(8) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter, except that those attending electronically may be required to verbally communicate, email, or text their vote.

(9) An owner will not be entitled to vote at a general meeting except on matters requiring an 80% vote or unanimous vote if the Strata Corporation is entitled to register a lien against the strata lot under section 116 of the Act.

**Order of business**

**28** 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) elect a council, if the meeting is an annual general meeting;
- m) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- n) terminate the meeting.

BB1320578 Bylaw amended 28 May 3, 2011

**28(A). Annual and Special General Meetings – Quorum**

Pursuant of Section 48(3) of the Strata Property Act if, within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present in person or by proxy, those eligible voters present in person or by proxy shall constitute a quorum and the meeting shall be called to order.

BB1320578 Bylaw amended 28(A) May 3, 2011

**Division 6 -- Voluntary Dispute Resolution**

**Voluntary dispute resolution**

**29** (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 by Owner Developer**

**Display lot**

**30** During the time that the Owner Developer of the Strata Corporation is the first owner of any units, it shall have the right to maintain any unit or units whether owned or leased by it as a display unit and carry on all sales functions it considers necessary in order to enable it to

sell the units or to sell other condominium units developed by the Developer of a company or companies affiliated with the Developer.

- 31 (1)** No signs, fences, gates billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or limited common property or a Strata Lot without prior written approval by the executive of the section charged with administering the particular common property, limited common property or strata lot save and except for advertising for the resale or rental of a Strata Lot permitted pursuant to Section 32(13)
- 31 (2)** NO awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of a Strata Lot without prior written consent of the executive of the section charged with administering the particular Strata Lot.
- 31 (3)** No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, decks patios, or other parts of a Strata Lot so that they are visible from the outside of the buildings. Visible deck or patio storage is prohibited.
- 31 (4)** Drapes or blinds visible from the outside of the building shall be a neutral white or light almond in color.
- 31 (5)** In order to ensure the ongoing quality appearance of the development and the strata building for the benefit of all Owners, furniture used or displayed on a terrace, patio, deck or roof deck of a strata lot or on areas designated as limited common property for a strata lot shall compliment the exterior colour of the strata building and be made of wood or cast aluminum only. Plant pots and planters displayed in these areas are also to be complimentary to the exterior colour of the strata building. Plant pots are to be made of wood or ceramic and be of an appropriate size and number and weight for the size of the terrace, patio, deck or roof deck. These areas are to be maintained by the owner and kept in a clean and tidy condition at all times. Acceptance of the quality and appearance of outdoor furniture, plants, and pots is to be determined by the executive of the section charged with administering the particular terrace, patio, deck or roof deck.

**Additional Provisions**

- 32 (1)** Any maintenance or alteration to a Strata Lot fire sprinkler or fire alarm system shall be carried out by the company retained by the Strata Corporation to the maintain the building fire sprinkler and fire alarm system
- 32 (2)** The owners of pets shall be fully responsible for their behavior within the common property. If a pet is deemed to be a nuisance by the strata council, it shall be removed from the Strata Corporation within thirty (30) days. Strata Lot owners are responsible for advising their visitors of the rules concerning pets and will be responsible for any clean-up or damage repair caused by their guests' pets. Now owner or resident shall feed pigeons, seagulls, crows, starlings and other large birds from the any Strata Lot or the common property.
- 32 (3)** No item shall be brought onto or stored in a Strata Lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation or which will invalidate any insurance policy.
- 32 (4)** Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage or other parts of the Strata Lot or the common property. No material substances, especially burning material such as cigarettes or matches shall be permitted to be dropped from any window, balcony, door, patio or other part of a Strata Lot or the common property.

- 32 (5)** No enclosures of limited common property or other structural alterations either to the interior of any Residential Strata Lot or common property appurtenant thereto or changes in flooring materials shall be made, nor any other services altered or supplemented within any walls of any residential Strata Lot or common property appurtenant thereto without previous written approval by the Strata Corporation
- 32 (6)** All grass, trees, paving and landscaping will be maintained by the Strata Corporation. Owners shall not impede access by maintenance personnel to their limited common property.
- 32 (7)** Owners are responsible for watering the landscaping within their limited common property and/or adjacent common areas (other than those areas covered by a common landscape irrigation system) in accordance with a schedule issued by the strata council. The costs for rectifying any damage to landscaping caused by a failure to water will be charged to the owner. Owners should make arrangements for watering during any prolonged absence.
- 32 (8)** Parking stalls shall only be used for vehicles less than 4,000 kg G.V.W. owned or leased by persons who are residents of the building or visitors of such residents. A resident shall use only the parking space(s) assigned to his Strata Lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners.
- 32 (9)** The user of each parking space will be responsible for cleaning of any excessive oil spills in the parking space. Continuous oil spills with result in prohibition from parking on common property until the vehicle is repaired.
- 32 (10)** Parking is only permitted in a designated parking space. Any vehicle which does not comply with this paragraph may be removed at the owner's expense.
- 32 (11)** Incoming vehicles have the right-of-way at the garage doors. Use of car horns upon entering, leaving or within the parking garage is prohibited. Vehicle lights must be used at all times in the parking garage when the vehicle is in motion.
- 32 (12)** An owner of resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, or other objects on lawns or grounds so as to damage them or prevent growth.
- 32 (13)** No advertising for the resale or rental of a Residential Strata Lot shall be permitted within the boundaries of the Strata Corporation other than specified herein without the prior consent of the strata council. The strata council shall provide for a central resale directory board adjacent to the entry where Strata lot owners may advertise their Strata Lot for sale and the strata council shall ensure that individual resale signage is restricted to notification in such directory.
- 32 (14)** Owners shall refrain from causing unnecessary noise to other Strata Lots from any source including without limitation hard heeled footsteps, noise from kitchen sources, washing and drying machines, stereos and parties, Owners with hardwood floors shall substantially cover the traveled areas of the hardwood floor surfaces with areas rugs in order to reduce noise to adjacent Strata Lots.
- 32 (15)** Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall



make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean from debris.

**32 (16)** Any owner of a Strata Lot who leases his lot without submitting a Form K in accordance with the Strata Property Act shall be liable to a fine of \$200.00 for every month or part thereof that a tenant is in occupancy of the lot and the Form K is not submitted.

**32 (17)** A fine may be levied against any owner whose payments for maintenance charges, fines, special assessments or any other charges levied against the owner for a particular month have not been received by the Strata Corporation by the 5 day of any month. A fine may be levied against an owner for each infraction or violation of any other by-law or rule and regulation of the Strata Corporation pursuant to section 23 and reassessed each month for as long as the infraction or violation may continue.

BB1320578 Bylaw amended 32(17) May 3, 2011

These by-law amendments shall be read and construed in conjunction with the By-Laws and, except as modified and amended by these amendments, the By-Laws shall continue in full force and effect.

#### Miscellaneous

**33 (1)** A resident must ensure that holiday lighting and festive decorations visible from the exterior of the Strata Unit, are installed no more than 15 days before the observed holiday/celebration and removed no later than 15 days after.

(2) Real Christmas trees are permitted, however, the Owner of such is responsible for all clean up and disposal of debris found on common property, limited common property or common assets.

BB1320578 Bylaw amended 33 May 3, 2011

#### 34. Damage and Insurance

34.1 In this Bylaw 34 the following terms will have the following meanings:

- (a) *“Act” means the Strata Property Act [S.B.C.] c.43 as amended or replaced from time to time;*
- (b) *“Bylaws” means the Bylaws of the Strata Corporation;*
- (c) *“Common Asset” has the meaning ascribed to it in the Act;*
- (d) *“Common Property” has the meaning ascribed to it in the Act;*
- (e) *“Deductible” means the cost of the deductible portion of a claim on the Insurance Coverage, which was paid by the Strata Corporation;*
- (f) *“Guests” means any persons for whom the Owner is, at law responsible, including without limiting the generality of the foregoing, the Owner’s Occupant, Tenant, or Invitee;*
- (g) *“Invitee” means a Person who enters the Premises at the invitation of an Owner, Tenant, or Occupant;*

- (h) *“Insurance Costs” means all premiums and other amounts which the Strata Corporation pays with respect to the Insurance Coverage;*
- (i) *“Insurance Coverage” means the property insurance which the Strata Corporation obtains and maintains at all material times in accordance with the requirements of the Act in respect of the Insured Property;*
- (j) *“Insured Property” means property for which the Strata Corporation is obligated to maintain insurance pursuant to the Act;*
- (k) *“Limited Common Property” means Common Property designated for the exclusive use of the Owners of one or more Strata Lots;*
- (l) *“Occupant” means a Person, other than an Owner or Tenant, who occupies a Strata Lot;*
- (m) *“Owner” means the person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot in the Strata Plan, whether entitled to it in the person's own right or in a representative capacity;*
- (n) *“Person” is to be broadly interpreted and includes without limiting the generality of the foregoing, males, females, adults, children, individuals, corporations, partnerships, and unincorporated organizations;*
- (o) *“Premises” means inclusively any and all Strata Lots, Common Property, Limited Common Property, and land that is a Common Asset;*
- (p) *“Regulations” means the Strata Property Regulation, B.C. Reg. 43/2000 as amended or replaced from time to time;*
- (q) *“Rules” has the meaning ascribed to it in the Act;*
- (r) *“Strata Corporation” means the strata corporation formed by deposit of the Strata Plan;*
- (s) *“Strata Council” means the duly elected Strata Council of the Strata Corporation;*
- (t) *“Strata Lot” means a lot shown on the Strata Plan;*
- (u) *“Strata Plan” means Strata Plan BCS3560;*
- (v) *“Tenant” has the meaning ascribed to it in the Act.*

34.2 An Owner, Tenant, Occupant or Invitee shall not do anything or omit to do anything that causes damage to the Premises, the Common Assets, or assets which the Strata Corporation is obligated to insure pursuant to the Act.

34.3 An Owner shall indemnify and save harmless the Strata Corporation from and against any and all manner of actions, causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and client basis) which

the Strata Corporation may sustain, incur, or be put to by reason of or arising out of:

- a) damage for which an Owner or his, her, or its Guests are responsible; or*
- b) the non-observance or violation by the Owner or his, her or its Guests, of the Act, Regulations, Bylaws, or Rules.*

34.4 No Owner shall do or permit to be done anything that increases the Insurance Costs or whereby the Insurance Coverage may be invalidated.

34.5 Where an Owner (the “Responsible Owner”) or an Owner’s Guests are responsible for loss or damage to Insured Property (the “Damage”) the Strata Corporation may:

- a) make a claim with its insurer for the cost to repair the Damage (the “Repair Costs”);*
- b) repair the Damage; and*
- c) deliver written notice to the Responsible Owner of the amount of the Repair Costs.*

34.6 Within 30 days of receipt of the notice referred to in Bylaw 34.5, the Responsible Owner shall pay to the Strata Corporation the lesser of:

- a) the Deductible; and*
- b) the Repair Costs.*

34.7 Each Owner of a Strata Lot is solely responsible for all forms of property and liability insurance on his or her Strata Lot and all or any fixtures, contents, or improvements therein and thereto against perils not insured by the Strata Corporation, for amounts in excess of amounts insured by the Strata Corporation, and for whatever is not covered by the insurance policies of the Strata Corporation.

34.8 An Owner may apply to the Strata Council in writing for a copy of any insurance policies effected by the Strata Corporation, and the receipts for the most recent premiums, and the Strata Council shall produce a copy thereof to the applicant within 2 weeks of receiving the application.

CA3915891      Bylaw 34 repeal and replaced      August 21, 2014

### **35. Selling of Strata Lots**

- 1) An owner of a strata lot, when selling his strata lot, will not permit “For Sale” signs to be placed on or about the common property except on the area designated for such purpose.
- 2) An owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the manner set out in (3) & (4) below.
- 3) Owners must, for security reasons, advise the Council of any “Open House” dates scheduled during the sale of a strata lot and owners must arranged to escort all open house clients from and to building entrances and for the duration of the open house visit.

- 4) In the absence of an owner, realtors must ensure they are available to greet all persons attending an "Open House" at the entrance to the building and escort them through the building at all times.
- 5) At no time, is any form of soliciting within the building allowed, which includes approaching strata lot owners, leaving leaflets, name cards and other forms of printed materials on unit doors, mailboxes or in any common area of the building.

**36. Mandatory Inspections of In-Suite Fire Safety Devices**

- (1) In-suite fire safety devices should be inspected at least one time per year to ensure that these are operating properly as intended.
- (2) Any Owner(s) who does not provide access into their strata lot on the scheduled annual in-suite fire safety devices inspection sponsored by the Strata Corporation, will be assessed the total cost the strata will incur to have the fire safety inspector to come back to inspect his in-suite fire safety devices.
- (3) An Owner who do not subject his in-suite fire safety devices to a safety inspection at least one time per year will be assessed a fine in the amount of \$200.00.

BB1320578 Bylaw added 36 May 3, 2011

**37. Hardwood Floors**

An owner of a strata lot who has or installs hard floor surfaces such as hardwood floors or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

BB1320578 Bylaw added 37 May 3, 2011

**38. Moving In or Out**

- 1) The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be coordinated with the Management company at least 48 hours in advance of such moves, or such lesser period as the council may, in its sole discretion, permit.
- 2) A \$250 refundable deposit is to be given to the Management Company for any move-in and any move-out. The cost of repairs to any damage to common property will be subtracted from this deposit. Damage costs not recovered from the moving party shall be assessed to the owner and is payable forthwith.
- 3) A non-refundable assessment of \$150 will be levied to any unit on any move-in.
- 4) Both the non-refundable and refundable deposit are to be paid prior to moving in.
- 5) All move-ins and move-outs can only be conducted between 9:00 am and 9:00 pm and any moves must be completed by 9:00 p.m. An elevator may be reserved for the exclusive use of this purpose but only to a maximum of four (4) hours per scheduled move-in day.
- 6) Owners who have Tenants moving in must sign a Form K and this must be provided to the Property Management Company **prior** to their tenants' move-in. The Tenants must be provided with a copy of the Bylaws and Rules when signing the Form K.
- 7) An owner, tenant, occupant or visitor using the elevator during a move must ensure that the elevator is locked off and padding installed by the janitor/caretaker. The elevator will be locked off for a maximum of four (4) hours per move. Only one (1) elevator may be locked off at one time. The owner, tenant, resident or occupant is responsible for the elevator during the time it is locked off for their exclusive use. Any damages resulting

from misuse will be charged back to the owner of the strata lot. Fines will automatically result if this procedure is not followed.

- 8) The owner, tenant, resident or occupant is responsible for ensuring that entry doors are supervised at all times and are not left open or ajar when unattended. Fines will automatically result if this procedure is not followed. In addition, the owner, tenant, resident or occupant may be liable for any theft or damages caused to other residents as a consequence of not enforcing the supervision of the doors and allowing unauthorized parties to enter the building.

CA3915891 Bylaw Amendment 38(7)(8) August 21, 2014

**39. Security Measures**

- 1) Video surveillance is installed in the common areas of the Strata BCS3560. The system operates 24 hours a day and the Strata Corporation collects data from video surveillance.
- 2) The Strata Corporation collects data with respect to the usage of each security fob programmed for use at the Strata BCS3560.
- 3) The video files and/or security fob usage records will be used only to ensure the safety and security of the residents and the strata property, by detecting or deterring and assisting in investigation of criminal activity, and by the enforcement of Bylaws and Rules which relate to the safety and security of residents and strata property.
- 4) The video files are stored for a period of 45 days from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.
- 5) The security fob usage records are stored for a period of six months 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 or occupants collected herein in accordance to the purposes set out in Bylaw 39.3, will only be reviewed or disclosed to:
  - a) Authorized law enforcement personnel, and/or
  - b) The Property Manager, caretaker/janitor of the Strata Corporation and Council members.
- 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 makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not 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.

CA3915891 Bylaw Added (39) August 21, 2014

**40. Authorization to proceed**

- 40.1 The strata corporation or a separate section, as applicable, may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner

or other person, by an action in debt in Small Claims Court, money owing to the strata corporation or the applicable separate section, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation or the applicable separate section is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family or for which the owner is otherwise responsible pursuant to section 158(2) of the Act or these bylaws.

- 40.2 The Residential Section may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the Residential Section, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the Residential Section is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family or for which the owner is otherwise responsible pursuant to section 158(2) of the Act or these bylaws.

CA4481783 Bylaw Added (40) June 23, 2015

**41. No Smoking**

- 41.1 For the purposes of this bylaw 0, the following definitions apply:

a) "**smoke**" or "**smoking**" includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances;

b) "**vape**" or "**vaping**" includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

- 41.2 A resident or visitor must not smoke or vape anywhere on or within Strata Plan BCS 3560, including common and limited common property.

CA4481783 Bylaw Added (41) June 23, 2015

---

42 . Separate Type Bylaw:

(1) Strata lots 71, 72, 75, 76, 77, 78, 81 and 82 shall be one type of strata lot and shall be referred to collectively as the "Penthouse Strata Lots."

(2) A contribution to the operating fund that relates to and benefits only the Penthouse Type Strata Lots shall be shared only by the owners of the Penthouse Type Strata Lots and each owner's share of that contribution shall be calculated in accordance with the formula set out in section 6.4(2) of the Strata Property Act Regulations.

(3) Each strata lot's share of a contribution to the contingency reserve fund or a special levy, including the Penthouse Type Strata Lots shall be shared by all strata lots in the strata corporation in accordance with the formula set out in section 99(2) of the Strata Property Act

**SHORT TERM ACCOMMODATION RESTRICTED (RESIDENTIAL SECTION)**

43(1) For the purposes of this bylaw “short-term accommodation” means a rental or license agreement to use all or part of a strata lot as a hotel, bed and breakfast, lodging house, home stay, home exchange, time share, or vacation or travel accommodation (such as Airbnb or Vacation Rental By Owner) on short term rental basis as defined by the City of Vancouver Bylaws;.

(2) A tenant is not permitted to advertise, promote, use or permit any strata lot or part of strata lot to be used or occupied as short-term accommodation by anyone who, directly or indirectly, pays or gives tenant any fee, compensation or other remuneration.

(3) An owner must not advertise, promote, use or permit any strata lot to be used or occupied as short-term accommodation except in accordance with this bylaw.

(4) An owner who advertises, promotes, uses or permits any strata lot or part thereof to be used or occupied as short-term accommodation must:

(a) reside in the strata lot for a minimum of six months per year;

(b) have a current business license from the City of Vancouver permitting the strata lot to be used for short-term accommodation rentals;

(c) maintain current property and liability insurance permitting the strata lot to be used for short term accommodation rentals;

(d) provide the strata corporation with a name and an emergency contact telephone number for each guest staying in the strata lot at the time of rental;

(e) provide a copy of the strata corporation’s bylaws and rules to all guests of the strata lot; and

(f) notify all guests in writing that guests must comply with the strata corporation’s bylaws and rules at all times while in the strata lot or on common property;

(g) not use strata lot for any other type of commercial enterprise.

(5) An owner must provide the strata corporation with proof of compliance with subsection (4) of this bylaw upon receipt of a written demand from the strata corporation.

6) a) Residential Section may fine an owner up to \$1,000 for each contravention of bylaws 43 (1) to 43 (5);

b) If an activity or lack of activity that constitutes a contravention of bylaws 43 (1) to 43 (5) continues, without interruption, for longer than 7 days, a fine may be imposed daily.