

1. Contact

Document Fees: \$31.27

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2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS535

THE OWNERS, STRATA PLAN VIS535

Electronic Signature

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

**Cora Darlene
Wilson RC2A62**


Digitally signed by
Cora Darlene Wilson RC2A62
Date: 2023-06-01
14:21:58 -07:00

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, **Strata Plan VIS 535** *certify* that the following amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual general meeting held on **May 17, 2023**

SEE ATTACHED


.....
Signature of Council Member


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

**SCHEDULE OF
CONSOLIDATED BYLAWS**

**THE OWNERS, STRATA PLAN VIS 535
VICTORIA, BC
MCKENZIE HOUSE**

**BYLAWS OF
THE OWNERS, STRATA PLAN VIS 535
MCKENZIE HOUSE, VICTORIA, BC**

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PREAMBLE

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

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

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

SCHEDULE OF BYLAWS OF THE OWNERS, STRATA PLAN VIS 535

VICTORIA, BC

WHEREAS The Owners, Strata Plan VIS 535 (the “Strata Corporation”), wish to amend the bylaws of the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43;

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

- (a) all previous bylaws registered in the Land Title Office shall be repealed except for the following:
 - (i) the Smoking Restriction Bylaw 4(2)(4) filed in the Victoria Land Title Office on May 26, 2011 under Instrument No. FB0415662 (the “Filed Bylaws”), which shall be retained for grandfathering purposes;
- (b) the statutory Standard Bylaws shall be repealed; and
- (c) the following bylaws shall be deemed to be the bylaws of the Strata Corporation (the “Consolidated Bylaws”):

Division 1 – Duties of Owners, Tenants, Occupants, and Visitors

Payment of strata fees

- 1** (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) An owner of a strata lot must provide the Strata Corporation with monthly consecutive post-dated cheques representing strata fees for that strata lot during the fiscal year of the Strata Corporation, dated on the first day of each month, or enter into a preauthorized debit agreement.
- (3) All banking charges incurred by the Strata Corporation as a result of a payment being dishonoured by the owner’s financial institution will be charged back to the owner in addition to any fine levied by the Strata Corporation.
- (4) If the Strata Corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the Strata Corporation for the full amount of the actual costs incurred by the Strata Corporation on a full indemnity basis.

Interest charges

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

Repair and maintenance of property by owner

- 3 (1) An owner must repair and maintain the owner's strata lot, including the limited common property balcony or patio, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) Subject to an alteration agreement, a bylaw, or a Strata Corporation decision or order to the contrary, the owner of the strata lot is responsible to repair and maintain alterations to a strata lot, common property, or limited common property, including those made by a predecessor on title, even if the alteration is not governed by a written alteration agreement.
- (3) An owner must
 - (a) ensure that the strata lot is checked at least once in each 7-day period that the strata lot is not occupied;
 - (b) keep the strata lot at a minimum temperature of at least 10 degrees Celsius at all times, whether the strata lot is occupied or not; and
 - (c) notify council immediately upon becoming aware of any damage or condition to the strata lot or common property that requires repair or maintenance by the Strata Corporation.

Use of property

- 4 (1) A Resident or visitor must not use a strata lot, the common property, or common assets in a way that
 - (a) causes a nuisance, security risk, or hazard to another person;
 - (b) causes unreasonable noise or unreasonably disturbs other Residents at any time, and in particular, between the hours of 11:00 p.m. and 7:00 a.m.;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, or another strata lot;
 - (d) is illegal; or
 - (e) is contrary to a purpose for which the strata lot or common property is intended, as shown expressly or by necessary implication on or by the strata plan.
- (2) A Resident or visitor must

- (a) not cause damage, other than reasonable wear and tear, to the common property, common assets, or those parts of a strata lot that the Strata Corporation must repair and maintain under these bylaws or insure under Section 149 of the *Act*;
- (b) not attach or place a decal, sticker, signage, or other similar item for decorative or advertising purposes in a window or a sliding door;
- (c) not do or permit anything to be done that contravenes any statute, ordinance, or bylaw of any federal, provincial, or municipal government authority or any other law;
- (d) shut off all sources of continuously flowing water such as a toilet, dishwasher, or any other similar type of appliance or equipment when leaving the strata lot unoccupied for a period of seventy-two (72) hours or more; and
- (e) not operate a garburator, dishwasher, or musical instrument between the hours of 11:00 p.m. and 7:00 a.m. daily;
- (f) not use the laundry rooms between the hours of 10:00 p.m. and 7:00 a.m. daily;
- (g) wear soft-soled footwear to minimize foot-traffic noise to the unit below;
- (h) install a cushioned area rug in high-traffic locations upon receipt of a written request to that effect from council;
- (i) not engage in activities that could unreasonably disturb other Residents in a strata lot, hallway, stairwell, or other common property areas, but instead must be mindful that any activity, however seemingly innocent, has the potential to disturb other Residents if it is persistent and undertaken too boisterously, strenuously, and/or noisily;
- (j) not leave building entrances propped open when not in use or interfere with entrance door hardware in a way that prevents them from locking when closed;
- (k) not operate a drone or other similar device anywhere on common property, limited common property, or from a strata lot, patio deck, or balcony; and
- (l) not drop or dispose of litter or garbage on the common property or limited common property, except in authorized garbage disposal areas where disposal is permitted;
- (m) not leave personal belongings on the common property, failing which they will be deemed to be abandoned and may be disposed of by the Strata Corporation and the related costs charged back to the responsible owner or tenant.

Inform Strata Corporation

- 5**
- (1) Within two weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number, email address, or mailing address outside the strata plan, if any, and may provide emergency contact information.
 - (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of the tenant's name, strata lot number, and email address, if any, and may provide emergency contact information.
 - (3) The owner shall deliver a Form K, Notice of Tenants Responsibilities to the Strata Corporation within two weeks of renting a strata lot to a tenant or an occupant.

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

- 6**
- (1) An owner must obtain the written approval of the council before making an alteration that involves any of the following (the "Alteration"):
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies, patios, or other things attached to the exterior of a building;
 - (d) doors, 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) common property, including limited common property;
 - (h) those parts of the strata lot that the Strata Corporation must insure under Section 149 of the *Act*, including major interior alterations such as alterations to interior walls, structural, plumbing, or electrical components, but excluding cosmetic changes, such as interior painting, hanging pictures, and other interior decorative changes, where permission is not required;
 - (i) any flooring change within a strata lot;
 - (j) enclosure of a balcony or patio;
 - (k) addition of an exterior or interior wall or door;
 - (l) wiring, plumbing, piping, heating, air-conditioning, and other service facilities; or
 - (m) common assets.
 - (2) A Resident must not replace existing flooring in a strata lot with any other material including carpet without the prior written permission of council.

Such approval shall include meeting a minimum IIC and STC rating of 71 or more and may include strict requirements for soundproofing and underlay requirements.

- (3) A $\frac{3}{4}$ vote of owners at a general meeting is required pursuant to Section 71 of the *Act* as a condition of approval if the council determines that the Alteration constitutes a significant change to the use or appearance of common property or land that is a common asset.
- (4) Before proceeding with the Alteration, an owner must obtain written approval from council to the Alteration application containing the following:
 - (a) details of the proposed Alteration including the nature of the changes, plans, specifications, a site plan, and the proposed dimensions, materials, colours, and finishings;
 - (b) proposed acoustical standards and specifications for flooring changes; and
 - (c) any other documents or information that the council may reasonably require.
- (5) The council must, within four weeks from the date of receipt of a written application or amended application, request in writing additional information, approve, or reject the application or amended application.
- (6) The council may approve an Alteration, subject to the owner complying with the following conditions of approval:
 - (a) execute an Alteration & Indemnity Agreement satisfactory to council;
 - (b) carry out the work using licensed qualified contractors and professionals;
 - (c) complete a hazardous materials survey and comply with remediation recommendations from a qualified professional for asbestos, mould, and other hazardous materials and indemnify the Strata Corporation and its council from and against any and all related costs, claims, or liability, including legal costs on a full indemnity basis;
 - (d) ensure all contractors are registered with WorkSafeBC and are up-to-date paying their premiums;
 - (e) provide council with valid permits required by the authority having jurisdiction prior to commencing work;
 - (f) perform the work in a good and workmanlike fashion and pursuant to applicable buildings codes, applicable standards, laws, and conditions of approval;

- (g) complete the work within six (6) months from the date of approval of the Alteration by the Strata Corporation;
 - (h) perform the work during the hours of 8:00 a.m. and 6:00 p.m.;
 - (i) obtain and maintain appropriate insurance for the Alteration;
 - (j) rectify deficiencies in a timely fashion to the satisfaction of council or its authorized agents, failing which the Strata Corporation may perform the work and charge the related costs back to the applicant, including actual reasonable legal costs;
 - (k) indemnify the Strata Corporation, its council, authorized agents, and employees and save harmless against any costs, expenses, claims, or liability, present or future, whether known or unknown, related to the Alteration, Alteration Agreement, application process, work, environmental risks, defects, permits, resultant damage, liens, or otherwise, deficiencies, including legal costs on a full indemnity basis;
 - (l) assume responsibility for installation costs and future costs related to the Alteration, including construction, insurance, repair, maintenance, replacement, and any other related costs;
 - (m) comply with these bylaws and Section 70(4) of the *Act* where applicable;
 - (n) notify subsequent purchasers of the strata lot of the terms of the Alteration & Indemnity Agreement and require the purchaser to agree, in writing, to the terms of the Agreement, failing which Strata may remove the Alteration and charge the related costs back to the owner's successor; and
 - (o) any other conditions required in the opinion of council.
- (7) The council may grant written approval for an Alteration with or without conditions to provide reasonable accommodation to a person with a disability.
- (8) If an existing Alteration requires replacement, the owner must obtain the prior written approval of council in accordance with this bylaw.
- (9) If an Alteration has been installed or constructed in violation of these bylaws ("Unauthorized Alteration"), then the owner at the owner's expense shall correct, remove, and/or restore the property as directed by council.
- (10) If an owner fails to conduct repair, maintenance, removal, or other work within the time stipulated in a written notice from council to that effect, then the Strata Corporation may carry out the work and charge all related costs to that owner, and the owner shall be responsible for reimbursing the Strata Corporation for all such costs, including actual reasonable legal costs.

- (11) The notice from the Strata Corporation to perform work shall constitute a work order for the purposes of Sections 83, 84, and 85 of the *Act*.
- (12) An owner in contravention of this bylaw may be subject to any available remedy under law, including one or more of the following:
 - (a) a stop work order, rectification order, demand for actual reasonable legal cost, other costs and expenses, or fines from the Strata Corporation;
 - (b) an order from a court or tribunal to
 - (i) stop work;
 - (ii) remove the Alteration and restore the property in the discretion of council, including clean-up and restoration costs;
 - (iii) pay costs, expenses, and fines on a full indemnity basis; or
 - (iv) other relief.

Permit entry to strata lot

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

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 8 (1) The Strata Corporation must repair and maintain all of the following:
 - (a) common assets of the Strata Corporation;

- (b) common property that has not been designated as limited common property, including attics and crawl spaces;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that, in the ordinary course of events, occurs less often than once a year; and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies, patios, and other things attached to the exterior of a building;
 - (D) doors, windows, and skylights on the exterior of a building or that front on the common property, unless responsibility is shifted to an owner pursuant to a written alteration agreement;
 - (E) fences, railings, and similar structures that enclose patios, balconies, and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies, patios, and other things attached to the exterior of a building;
 - (iv) doors, windows, and skylights on the exterior of a building or that front on the common property, unless responsibility is shifted to an owner pursuant to a written alteration agreement;
 - (v) fences, railings, and similar structures that enclose patios, balconies, and yards.
- (2) Subject to an alteration agreement, a bylaw, or a Strata Corporation decision or order to the contrary, the Strata Corporation is not responsible to repair and maintain alterations to a strata lot, common property, or limited common property. The owner of the strata lot is responsible to repair and maintain such alterations including those made by a predecessor on title.

Division 3 — Council

Council size and eligibility

- 9**
- (1) The council must have at least three and not more than seven members.
 - (2) A spouse of an owner may stand for the council.
 - (3) Only one person is eligible to run for election as a council member at any one time with respect to a particular strata lot.

- (4) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's strata lot under Section 116(1) of the *Act*.
- (5) If a council member is unable to continue to be on council pursuant to subsection (4), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the council may replace that member pursuant to Bylaw 12.

Council members' terms

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

Removing council member

- 11** (1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members. The Strata Corporation must pass a separate resolution for each council member to be removed.
- (2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) If the Strata Corporation removes all of the council members, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by these bylaws.

Replacing council member

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

Officers

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

Calling council meetings

- 14**
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice does not have to be in writing.
 - (3) The date of the next regularly scheduled council meeting will be published in the minutes of the previous council meeting.
 - (4) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
 - (5) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

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

Quorum of council

- 16** (1) A quorum of the council is
- (a) Three, if the council consists of three or four members;
 - (b) Three, if the council consists of five members; and
 - (c) Four, if the council consists of six or seven members.
- (2) Subject to any bylaws to the contrary, council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

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

- 18** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.
- (4) A vote on a resolution may be conducted by email subject to the following conditions:
- (a) all council members will be given 48 hours from the time the motion is made to cast their vote;

- (b) if two (2) council members object to the email vote and the objection cannot be resolved, then the vote shall be postponed until the next duly convened council meeting;
 - (c) a council member may provide their vote to the other council members by email or in writing to the secretary or another member of council, who must provide that member's vote to the rest of council via email;
 - (d) the vote taken by email shall be recorded in the council minutes and distributed to the owners as soon as feasible.
- (5) If a council meeting is held by email, council members are deemed to be present in person and notice of the meeting is deemed to have been waived.

Council to inform owners of minutes and notice procedures

- 19** (1) The council must inform owners of the minutes of all council meetings and email votes within two weeks of the meeting, whether or not the minutes have been approved, by making the minutes available via email or by other means if requested by an owner, as long as the delivery method conforms with Section 61 of the *Act*.

Notice by email to the Strata Corporation

- (2) For purposes of Section 63 of the *Act*, the email address provided by the Strata Corporation for this purpose from time to time shall be used for email communications required or permitted to be given under the *Act*, bylaws or rules to the Strata Corporation, including correspondence, notices, records, or documents.
- (3) Every application, complaint, or notice to council for its consent or consideration must be in writing and delivered to the council in compliance with Section 63(1) of the *Act*. The council is not required to deal with a matter brought to its attention in any other manner.

Delegation of council's powers and duties

- 20** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent; and

- (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; 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.

Unapproved expenditures

- (2) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the Strata Corporation may only make the expenditure in accordance with this bylaw.
- (3) Pursuant to subsection 98(2) of the *Act*, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is \$20,000.00 or less, and the owners are informed of such expenditure as soon as practically possible after same is made.
- (4) Pursuant to Section 82 of the *Act*, the council may not acquire or dispose of personal property with a value of greater than \$3,000.00, excluding investment instruments pursuant to Section 95(2) of the *Act*, unless same is approved by $\frac{3}{4}$ vote at a general meeting.
- (5) Pursuant to subsection 98(3) of the *Act*, an expenditure may be made out of the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise, provided that such expenditure does not exceed the amount needed to ensure safety or prevent significant loss or damage and the owners are informed as soon as feasible about the expenditure.

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 in the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

- (3) All acts done in good faith by the council are valid, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as if the council member had been duly appointed or had duly continued in office.

Indemnity of council member

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

Division 4 — Enforcement of Bylaws and Rules

Fines

- 23** (1) **Complaint, right to answer, and notice of decision** (Section 135 of the *Act*)
 - (a) The council must not impose a fine for a contravention of a bylaw or rule, require a person to pay the costs of remedying a contravention, or deny a person the use of a recreation facility unless the Strata Corporation has received a complaint about the contravention and given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.
 - (b) If the person is a tenant, the Strata Corporation must give notice of the complaint to the person's landlord, to the owner, or to the owner's representative.
 - (c) The Strata Corporation must promptly give notice in writing of a decision to the tenant or owner.
 - (d) Once the requirements referred to in this section have been complied with, the council may impose a fine for a continuing contravention of that bylaw or rule without further compliance with this section.
- (2) Subject to compliance with subsection (1), the council, in addition to any other rights or remedies that it has available under law, may levy a fine in its sole and absolute discretion in an amount not to exceed a maximum of up to \$1,000 for each contravention of an occupancy restriction bylaw, \$500.00 for each contravention of the rental limitation bylaw, \$200.00 for each contravention of the remaining bylaws of the Strata Corporation, and \$50.00 for each contravention of a rule.

- (3) A late payment penalty may be assessed against an owner who is in default of payment of strata fees or special levies in the amount of \$25.00 for each and every month that payment remains in default.
- (4) The Strata Corporation may fine an owner if a bylaw or rule is contravened by the owner, the owner's tenant, occupant, or visitor.
- (5) The Strata Corporation may fine a tenant if a bylaw or rule is contravened by the tenant or the tenant's occupant or visitor.
- (6) If the Strata Corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the bylaws or rules, the Strata Corporation may collect the fine or costs from the tenant, the tenant's landlord, or the owner, but may not collect an amount that in total is greater than the fines or costs.
- (7) The maximum amount of a fine and the maximum frequency of imposition of a fine must not exceed the maximums set out in the regulations to the *Act*.

Remedy a contravention

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

Continuing contravention

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

Division 5 — Annual and Special General Meetings

General meetings

- 25**
- (1) The council may hold an annual or special general meeting in person, by electronic means, or by a combination of methods, at council's discretion.
 - (2) Notice of an annual or special general meeting, must include the following:
 - (a) a description of the matters that will be voted on at the meeting, including the proposed wording of any resolution requiring a $\frac{3}{4}$ vote, 80% vote or unanimous vote;
 - (b) the date, time, and if applicable, place of the meeting;

- (c) if attendance by telephone or other electronic means will be permitted, instructions for attending the meeting by electronic means.
- (3) If the following requirements are met, the Strata Corporation may provide for attendance and voting by electronic means at an annual or special general meeting of the Strata Corporation:
 - (a) the notice given under section 45 of the *Act* must include instructions for attending the meeting by electronic means;
 - (b) the electronic means must enable all persons attending the meeting to communicate with each other;
 - (c) the electronic means must enable the chair of the meeting to identify whether a person attending by electronic means is an eligible voter;
 - (d) a voting card is not required to be issued to an eligible voter attending an annual or special general meeting by electronic means; and
 - (e) an eligible voter attending an annual or special general meeting by electronic means is not entitled or required to vote by secret ballot.
- (4) A person who attends a general meeting by electronic means is deemed to be present in person at the meeting.

Person to chair meeting

- (5) Annual and special general meetings must be chaired by the president of the council.
- (6) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (7) If neither the president or the vice president 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,
 - (a) may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting; and
 - (b) must leave the meeting if requested to do so by a resolution passed by a majority vote of owners present at the meeting.

Voting

- 27** (1) At an annual or special general meeting, voting cards must be issued to eligible voters, unless the meeting is held by electronic means where a voting card is not required to be issued.

- (2) At an annual or special general meeting held
 - (a) in person, a vote is decided on a show of voting cards, unless a precise count is authorized by a majority vote of owners; and
 - (b) by electronic means, the chair will determine the manner in which a vote is decided, unless a precise count is authorized by a majority vote of owners.
- (3) If a precise count is requested, the chair must decide whether it will be
 - (a) for in-person meetings by show of voting cards or by roll call, secret ballot, or some other method; and
 - (b) for electronic meetings, by roll call, or some other method, excluding a show of voting cards or a secret ballot vote, which are not permitted.
- (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) An election of the council must be held by secret ballot at an in-person meeting if the secret ballot is requested by an eligible voter, and any other vote at an in-person meeting must be held by secret ballot if the chair decides to hold a secret ballot or if a secret ballot is approved by a majority vote at the meeting.
- (7) For greater certainty, subsection (6) does not apply to a general meeting held by electronic means since an eligible voter is not entitled or required to vote by secret ballot at an electronic general meeting pursuant to section 49(3)(b) of the *Act*.

Order of business

- 28** (1) The order of business at annual and special general meetings, including an electronic general meeting or a hybrid meeting, is as follows:
- (a) certify proxies and corporate representatives;
 - (b) issue voting cards for members attending in-person (voting card are not required for electronic general meetings);
 - (c) verify eligible voters present electronically in person or by proxy and participating in the meeting;
 - (d) determine that there is a quorum;
 - (e) call the meeting to order;
 - (f) elect a person to chair the meeting, if necessary;
 - (g) present to the meeting proof of notice of meeting or waiver of notice;
 - (h) approve the agenda;

- (i) approve minutes from the last annual or special general meeting;
 - (j) deal with unfinished business;
 - (k) 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;
 - (l) ratify any new rules made by the Strata Corporation under section 125 of the *Act*;
 - (m) report on insurance coverage in accordance with section 154 of the *Act*, if the meeting is an annual general meeting;
 - (n) approve the budget for the coming year in accordance with section 103 of the *Act*, if the meeting is an annual general meeting;
 - (o) deal with new business, including any matters about which notice has been given under section 45 of the *Act*;
 - (p) elect a council, if the meeting is an annual general meeting;
 - (q) terminate the meeting.
- (2) The order of business at an annual or special general meeting set out in subsection (1) may be changed by a majority vote at the meeting.

Governance provisions

29 Quorum

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

Quorum for annual or special general meeting

- (3) If within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, and in any other case, the meeting stands adjourned to 30 minutes from the time appointed for the meeting. If, at the end of that time, a quorum is still not present, the eligible voters present in person or by proxy shall be deemed to constitute a quorum until the meeting is terminated.

Eligible voters, strata arrears, and quorum

- (4) If the Strata Corporation is entitled to register a lien against a strata lot under Section 116(1) of the *Act*, then the vote for that strata lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.
- (5) If a vote for a strata lot may not be exercised pursuant to subsection (4), then that strata lot's vote must not be considered for the purposes of determining a quorum in accordance with Section 48 of the *Act* or for the purposes of Sections 43(1), 46(2) and 51(3) of the *Act*.

Timing for annual general meeting

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

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

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

Division 7 – Additional Bylaws

Pets

- 31** (1) A Resident and visitor must not keep any pets on a strata lot other than one of the following:
- (a) up to two small, caged birds such as a canary or budgie;
 - (b) one spayed or neutered indoor domestic cat;
 - (c) a pet required by a Resident to accommodate a disability, pursuant to the *Human Rights Code* based on satisfactory medical and other evidence.
- (2) A bylaw that prohibits a pet or other animal or that restricts the access of a pet or other animal to a strata lot or common property does not apply to
- (a) a guide dog or service dog, or
 - (b) a dog that is a member of a retired guide or service dog team if the person who is a member of the team is an owner, a tenant, or an occupant.
- (3) A bylaw that prohibits a pet does not apply in respect of a pet living with a Resident if

- (b) immediately before the bylaw was passed, the pet lived with the Resident and by living with the pet, the Resident was not contravening any bylaw prohibiting a pet, and
 - (c) the pet continues to live with the Resident after the bylaw is passed.
- (4) “Guide dog,” “retired guide or service dog team,” and “service dog” have the same meaning as in the *Guide Dog and Service Dog Act*.
 - (5) Subject to subsections (1) – (3) all other wild, reptilian, exotic, domestic, or household pets are prohibited in a strata lot (a “Prohibited Pet”).
 - (6) If, in the opinion of the council, a pet, including an exempt pet pursuant to subsection (1)(c), (d) or (e),
 - (a) causes a nuisance;
 - (b) constitutes a danger to any person;
 - (c) unreasonably disrupts the quiet enjoyment of other occupants;
 - (d) causes unreasonable noise; or
 - (e) causes unreasonable damage to a strata lot, the common property, or limited common property;

then council may require that the removal of that pet from the Strata Corporation if the pet is found to be problematic on not less than three separate occasions (“Problematic Pet”) or if the pet is found to be dangerous on one occasion (“Dangerous Pet”).

- (7) An owner or a tenant shall remove or cause to be removed a Prohibited Pet, Problematic Pet, or a Dangerous Pet from the Strata Corporation within the time stipulated in a written demand to that effect.
- (8) A Resident or a visitor shall
 - (a) register a pet with council prior to the pet taking occupancy, by providing a picture of the pet, breed, anticipated weight when fully grown, and other information requested by council;
 - (b) ensure that pets are under control at all times while on common property or on land that is a common asset;
 - (c) ensure that dogs are on a leash and other pets are restrained in a manner appropriate for that species while on common property or on land that is a common asset;
 - (d) promptly clean up pet excrement and dispose of same in a sanitary manner; and
 - (e) not leave a pet tied up or unattended at any time while on the common property or on a patio, deck, or balcony.
- (9) An owner is responsible for the actions of the owner’s pets and for the pets of the owner’s tenants, occupants, and visitors. A tenant is responsible for

the actions of the tenant's pets and the pets of the tenant's occupants and visitors.

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

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

32 (1) Use prohibitions and restrictions

A Resident or visitor shall not

- (a) install or replace flooring in a strata lot without the prior written consent of council subject to the condition that the replacement flooring have an underlay that meets the minimal acoustical standard of IIC 71 and STC 71 and other conditions in the discretion of council;
- (b) place or install a hot tub on the strata lot or common property;
- (c) have a real or live Christmas tree in a strata lot, though artificial trees are permitted;
- (d) have a waterbed in a strata lot;
- (e) install or use a fish tank or aquarium in a strata lot;
- (f) permit anything to be done on the premises that will in any way increase the risk of fire or the rate of fire insurance premium on the building or on the property therein, or that will be in breach of any law, order, or regulation;
- (g) store combustible, offensive or hazardous material on a strata lot or common property;
- (h) throw any items or shake or wring mops or dusters from patios, balconies, decks, windows, doors, or any other portion of the strata lot, common property, or the limited common property;
- (i) install window coverings other than drapes or blinds that are white, off-white, or beige when viewed from the exterior of the building;
- (j) hang laundry, clothes, or bedding anywhere on a strata lot that is visible from the exterior of the building;
- (k) use common property for storage without the prior written permission of council;
- (l) erect or display ventilators, supplementary heating, or air conditioning devices, air conditioners, television antennae, satellite dishes, shades, awnings, screens, poles, clotheslines, racks, storage sheds, and other similar items permanently or temporarily on the strata lot or common property, excluding air conditioning units fully contained within the interior of a strata lot, which are permitted;
- (m) install or operate a washing machine or a clothes dryer or any similar electrical or gas-powered device in a strata lot (an owner shall be solely responsible for any costs incurred by the council to enforce this bylaw, including the repair or restoration of plumbing and/or the disconnection and removal of venting);

- (n) transport bicycles through the building except to and from the bicycle storage room or to and from their strata lot, via the elevator only if above the ground floor (not via the stairs) and carried over carpeted areas (not rolled);
- (o) buzz in or hold outside doors open for an unidentified person;
- (p) use a patio door for regular ingress to or egress from the building;
- (q) pour oil or grease down a sink or other strata lot drainage;

Storage units

- (r) stack materials in storage lockers higher than the maximum allowed to ensure that the effective use of the sprinkler system is not inhibited;

Patios & balconies

- (s) allow excessive water to run off a deck or balcony from plant watering, cleaning, or other similar activities and unreasonably interfere with the use and enjoyment of a strata lot, common property, or limited common property by another person;
- (t) make an alteration to a patio, deck, or balcony without the prior written permission of the Strata Corporation, it being acknowledged that, in addition to a pre-existing patio enclosure on unit 204, balcony enclosures were installed in 2010 on units 213, 214, 302, 305, 308, 309, 313, 402, and 407;
- (u) place planter boxes or pots on a patio or balcony unless elevated off the vinyl membrane and do not exceed 2'x2'x1' tall or 5'x1'x1'tall or equivalent size;
- (v) hang a planter or other item from the balcony, patio soffit, or railing;
- (w) operate or store a refrigerator, freezer, satellite dish, or other similar item on a balcony or patio;
- (x) store or operate a barbecue of any kind at any time on a balcony or patio, including electrical, gas, charcoal, or otherwise;
- (y) place indoor furniture such as a sofa, easy chair, rocker-recliner, or other similar furniture on a balcony or patio, excluding patio furniture, which is permitted;
- (z) store or place personal possessions, bicycles, garbage, or recyclable items on a balcony or patio;
- (aa) affix flooring on a patio or balcony surface;
- (bb) obstruct necessary drainage features on a balcony or patio;
- (cc) affix, attach, or place clotheslines, clothes racks, bird feeders, wind chimes, or other similar items on a balcony or patio;
- (dd) permit a patio or balcony to become a fire hazard, unsightly, unsanitary, or untidy;

Fire safety

- (ee) use an elevator during an emergency and must respond to all fire alarms by immediately evacuating the building;
- (ff) obstruct fire exits, stairwells, and hallways at any time;
- (gg) store combustible materials considered dangerous in a strata lot, storage locker, workshop, or on common property at any time;

Signage and open houses

- (hh) erect signs, fences, billboards, placards, advertising or any other fixture, fitting, or signage of any kind whatsoever external to any part of a strata lot or the common property, except a temporary notice to sell a strata lot, which must be 12" x 24" and posted in a location designated by council, and election signage permitted under federal, provincial, or municipal legislation;
- (ii) place or install a lock box on common property or a strata lot without the prior written approval of council, which may be granted subject to conditions including the requirement to use a VREB lock box;
- (jj) show the common property and hold open houses except during the hours of 9:00 a.m. and 9:00 p.m. on each day, provided that outside doors are locked or attended at all times and prospective purchasers are accompanied by the owner or an authorized agent at all times while inside the building to ensure building security;

Elevator

- (kk) use the elevator to move furniture or other large articles in or out of the building without first giving council 48 hours' prior notice of the move, using elevator protective pads during the move and leaving the elevator in service between loads so that it is not tied up for extended period of time;

Freezer

- (ll) place or keep a fully functional and operating freezer in the common room behind the laundry room on the 2nd, 3rd, or 4th floor without the prior written approval of council and payment of a monthly user fee for storage set out in a ratified rule from time to time;

Scooter

- (mm) keep or park a mobility scooter in a hallway or other common area;
and
- (nn) keep or park a mobility scooter in one of the common rooms behind the laundry rooms on each floor without the prior written approval of council, subject to availability and payment of a monthly user fee for storage set out in a ratified rule from time to time.

Smoking Restriction Bylaw

- (2) (a) An owner, a tenant, an occupant, or a visitor is prohibited from smoking in the following areas of the Strata Corporation:
- (i) on a patio, deck, or balcony;
 - (ii) within seven (7) metres of an exterior door, a window, or an air intake; and
 - (iii) on the interior common property, including but not limited to, the front lobby, hallways, elevators, corridors, stairwells, and any other interior common areas.
- (b) “Smoking,” for the purposes of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition, or vaporization, when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the by-products, except when the combusting or vaporizing material contains no tobacco, nicotine, cannabis, marijuana, or other prohibited materials and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term “smoking” includes, but is not limited to, smoking using electronic vapors, bidis, hookahs, vaporizers, bonges, tobacco smoking, marijuana smoking, crack cocaine smoking, heroin smoking and smoking other similar substances whether illegal or not.
- (c) Subject to the *Human Rights Code*, all persons, including but not limited to owners, tenants, occupants, and visitors must comply with this bylaw.
- (d) The council may upon written application from an owner, a tenant, or an occupant provide reasonable accommodation to the applicant, with or without conditions, with respect to medicinal marijuana, smoking tobacco or cannabis, or the use of tobacco or cannabis in relation to a traditional aboriginal cultural activity where the applicant is part of a prescribed group and intends to smoke for a prescribed purpose.
- (e) Once council establishes that an applicant is suffering from a disability or qualifies for an exemption to smoke in relation to a traditional aboriginal cultural activity, then council must determine the nature and extent of any accommodation based on a review of all the facts and circumstances and may provide reasonable accommodation including, but not limited to, the following:
- (i) allow smoking on a deck, balcony, patio, or in a designated area of the common property;
 - (ii) impose conditions to the location, scope, duration, and purpose for the accommodation and any requirement to reapply for future accommodation; and

- (iii) impose any other conditions required to grant reasonable accommodation.
- (f) A Resident, including a person granted reasonable accommodation, must not cause a fire hazard, nuisance, or allow smoke or smoking debris to unreasonably interfere with the use and enjoyment of the common property, limited common property, or a strata lot by another owner, tenant, or occupant.
- (g) If council determines that subsection (f) hereto has been violated, then the responsible owner or tenant must take active and timely steps to mitigate against the escape of smoke, fire risk, or other nuisance within the time set out in a written notice to that effect from council, failing which council may impose additional restrictions or, in appropriate circumstances, prohibit or restrict smoking in the strata lot, common property, or limited common property.
- (h) An owner is responsible to ensure that the owner's occupants, tenants, visitors, and prospective purchasers are made aware of and comply with this bylaw. A tenant is responsible to ensure that the tenant's occupants and visitors comply with this bylaw.
- (i) In the event of a complaint, the responsible owner or tenant shall take reasonable and timely steps upon receipt of a letter to that effect from the Strata Corporation to mitigate against the escape of secondhand smoke from the strata lot and provide council with satisfactory evidence of compliance. The owner shall take mitigation steps to the point of undue hardship upon receipt of a substantiated complaint from a person suffering from a disability to comply with the *Human Rights Code* and mitigation could include cessation of smoking in the strata lot or on the common property within the vicinity of the affected Resident.

Laundry rooms

- (3) A Resident must
 - (a) not permit any person other than another Resident to use the common laundry facilities;
 - (b) leave the common laundry facilities neat and tidy after use;
 - (c) remove lint from a dryer following use and place same in the designated receptacle for this purpose;
 - (d) use the laundry room garbage bin only to dispose of lint and other laundry-related garbage; and
 - (e) report any problems related to the laundry machines to the strata manager as soon as possible.

Keys and user fees

- (4) (a) The Strata Corporation will issue one external door key to each owner of a strata lot free of charge.
- (b) The Strata Corporation may issue up to three additional external door keys to an owner or a tenant in exchange for payment of the actual cost for each key, plus payment of a refundable deposit of \$50.00, which will be refunded upon return of the key(s) to the Strata Corporation.
- (c) The Strata Corporation may replace lost or missing external door keys to an owner or a tenant in exchange for payment of the actual cost for each key, plus payment of a refundable deposit of \$50.00, which will be refunded upon return of the key to the Strata Corporation, plus a user fee of \$10.00 for each replacement key.
- (d) The Strata Corporation may provide an owner or a tenant with a key to the bicycle storage room upon receipt of a refundable deposit of \$10.00, which will be refunded upon return of the key to the Strata Corporation.
- (e) An owner may install a keyless lock on their strata lot door with prior written permission of council.
- (f) An owner or a tenant may provide council with a key, replacement key, and/or access code from time to time to the owner's strata lot for use in the event of an emergency.

Bullying & harassment prohibition

- (5) A Resident is prohibited from bullying or harassing another Resident, a council member, an authorized agent of the Strata Corporation, or a person providing goods and services to the Strata Corporation.
- (6) Bullying and harassment includes inappropriate actions or comments that the Resident knew or ought to have known, based on the reasonable bystander test, would
 - (a) cause the other person to be humiliated or intimidated;
 - (b) unreasonably interfere with repair and maintenance activities of the Strata Corporation;
 - (c) unreasonably interfere with or impede service providers or trades people from carrying out their duties on behalf of the Strata Corporation; and/or
 - (d) unreasonably impede the proper governance of the Strata Corporation.
- (7) The “reasonable bystander test” means a person who exercises the degree of attention, intelligence, and judgment that society requires of its members for the protection of their Residents and others. The reasonable person acts sensibly, does things without serious delay, and takes proper but not excessive precautions.

Garbage removal

- 33 (1) A Resident shall

- (a) remove all household refuse from the Resident's strata lot to an area designated by the council for collection;
- (b) not leave garbage or recyclable material in hallways, laundry rooms, or on a patio, deck, or balcony;
- (c) place only household waste in the garbage containers;
- (d) properly wrap all garbage in garbage bags and place it in the appropriate container in the garbage shed at the garbage collection area;
- (e) break down and flatten corrugated cardboard boxes;
- (f) securely cover or tie receptacles or bags containing refuse for collection to prevent access by animals or birds;
- (g) properly prepare and place recyclables in appropriate recycling containers in the garbage shed and dispose of the same in compliance with the municipal recycling program;
- (h) double bag human or animal waste before depositing it into the garbage container; and
- (i) remove any garbage other than ordinary household refuse including computer equipment, small appliances, lamps, construction waste, and other similar items from the strata lot or common property, at the Resident's expense, as soon as practically possible.

Parking and motor vehicles

- 34** (1) A Resident or visitor must not
- (a) park in a parking stall other than the stall designated or assigned to their strata lot or to the strata lot being visited;
 - (b) charge an electric vehicle from an electronic outlet located on common property without the prior written permission of the Strata Corporation;
 - (c) exceed the speed limit of 5 km per hour on common property;
 - (b) park on the common property roadway at any time, except for the temporary purpose of dropping off, picking up, or performing authorized service work;
 - (c) park in a fire lane;
 - (d) park or store a mobility scooter on the common property, including roadways, parking stalls, hallways, or other common property except for brief periods during ingress to and egress from a strata lot;
 - (e) park or store a motor home, recreational vehicle, trailer, camper, motor home, boat, truck over $\frac{3}{4}$ ton, or other similar vehicle on the

common property without the prior written permission of council, which may be granted subject to conditions;

- (f) park a commercial vehicle including a transport truck, logging truck, dump truck, bus, or other similar vehicle on the common property, except for the short-term provision of services to the Strata Corporation or a strata lot;
 - (g) park on the common property in a manner that compromises the safety or security of other Residents or their property;
 - (h) park a vehicle in a common property parking space either on or over (outside) the white lines demarcating each parking stall or in a manner that impedes traffic or inhibits a person's ability to get into or out of a vehicle;
 - (i) park a motor vehicle that is leaking oil or other fluids on the common property or in a parking space, and if such leakage occurs, the owner or tenant is responsible for the clean-up within the time provided in a notice to that effect from council, failing which the Strata Corporation may conduct the clean-up and charge back the related costs to the responsible owner or tenant;
 - (j) conduct significant repairs, modifications, maintenance, or servicing to a motor vehicle on common property; and
 - (k) store an uninsured, unserviceable, unregistered, or unlicensed vehicle, including a car, truck, trailer, motorcycle, or other vehicle, on the common property without the prior written permission of council subject to conditions, which may include the requirement for written proof of storage insurance.
- (2) A Resident must not
- (a) park in a designated visitor's parking space at any time; and
 - (b) rent the Resident's parking space to another person, but may exchange a stall with another Resident with the prior written approval of council in consultation with the Strata's designated parking monitor.
- (3) A visitor, family member, caregiver, or invitee must only park in a designated visitors' parking area for a period not to exceed twenty-four hours without the prior written approval of council or in the assigned parking stall for the strata lot being visited.

Towing rights

- (4) The council shall provide written notice of any violation of this bylaw to the Resident, and if the infraction is not corrected within 24 hours from the date of delivery of such notice, the council, in addition to any other remedies, may tow any vehicle in violation of this bylaw.

- (5) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a safety violation or a second or subsequent infraction of this bylaw.
- (6) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, actual reasonable legal costs, and any other reasonable costs.

Rental of additional parking spaces

- (7) The council shall assign one (1) parking stall to each strata lot.
- (8) An owner or a tenant may apply to the Strata Corporation to rent additional common property parking spaces. The Strata Corporation shall address applications to rent an additional parking space, subject to availability, on a first come, first served basis, based upon the date and time of receipt of an application by the Strata Corporation from an owner or a tenant.
- (9) Any permission to rent an additional parking space may be cancelled by the Strata Corporation by giving the owner or tenant reasonable written notice of the cancellation.
- (10) There is no guarantee that an owner or a tenant will be granted permission to rent additional parking spaces.
- (11) An owner or a tenant granted permission to rent an additional parking space shall
 - (a) pay a monthly user fee in the amount set out in a rule ratified by a majority vote of owners from time to time; and
 - (b) provide the Strata Corporation with monthly consecutive post-dated cheques representing the parking space user fee or enter into a preauthorized debit agreement.
- (12) An owner or a tenant renting an additional parking space for a portion of a month shall pay a daily per diem rate for that month.

Insurance and insurance deductible

- 35** (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to Section 149(4)(a) of the *Act*, and such appraisal shall be conducted at a time determined in the discretion of the council, provided that the time period between each appraisal does not exceed three (3) years.
- (2) For purposes of Section 149(4)(b) of the *Act*, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including
 - (a) earthquake insurance;

- (b) sewer backup;
 - (c) flood;
 - (d) theft or misappropriation of funds; and
 - (e) Director's and Officer's Liability Insurance.
- (3) The payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated and payable in accordance with Sections 99(2) and 158(3) of the *Act*.
- (4) Strata Corporation approval is not required for a special levy or expenditures from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property unless the Strata Corporation has decided not to repair or replace under Section 159 of the *Act*.

Indemnity

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

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

Division 8 – Small Claims and Indemnity

Authority to bring Small Claims Court action

- 37 (1) Pursuant to Section 171 of the *Act*, the council, on behalf of the Strata Corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the Strata Corporation without a $\frac{3}{4}$ vote of owners.
- (2) The council is authorized to commence legal proceedings in the Small Claims Court against an owner or other person to collect money owing to the Strata Corporation including money owing as a fine.

Recovery of actual reasonable legal costs and indemnity

- 38 (1) An owner who has failed to pay common expenses, strata fees, special levies, interest, fines, or any other amount owing (the "Arrears") shall reimburse the Strata Corporation the actual reasonable legal costs incurred to collect such Arrears.
- (2) For purposes of Section 118 of the *Act*, "reasonable legal costs" and 133(2) "reasonable costs of remedying the contravention" mean actual reasonable legal costs incurred by the Strata Corporation, whether paid or not, on a full indemnity basis.
- (3) The Strata Corporation shall charge back the legal costs pursuant to subsection (2) to the responsible owner or tenant and such amount shall be

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

Division 9 – Security and Privacy Policy

Security, access monitoring, and video surveillance

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

Privacy Policy

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

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

Electronic recording

- (10) A person shall not electronically record a council meeting using an audio and/or visual recording device of any kind, unless the council authorizes such a recording by a majority vote of those council members present at the beginning of that meeting.

- (11) A person, including the Strata Corporation, shall not electronically record a general meeting using an audio and/or visual recording device of any kind, unless the owners approve such a recording by a majority vote of eligible voters present at the meeting in person or by proxy at the time the vote is taken.

Accuracy and correction of personal information

- (12) The Strata Corporation will make reasonable efforts to ensure that any personal information collected, used, or disclosed is accurate and complete.
- (13) If a Resident becomes aware that the personal information under the Strata Corporation's control needs to be corrected, then that Resident should advise the Strata Corporation about the correction in writing.
- (14) If the Strata Corporation is satisfied that a Resident's request for correction is reasonable, then the Strata Corporation will as soon as reasonably possible thereafter
- (a) correct the personal information; and
 - (b) send the corrected personal information to the Resident and each organization that received disclosure of such information from the Strata Corporation in the year prior to the correction.
- (15) If the personal information is not corrected, then the Strata Corporation must note on documents or records in its custody or control containing such personal information that the Strata Corporation received a request for correction.
- (16) The Strata Corporation does not require consent to collect, use, or disclose the following:
- (a) with respect to a strata lot owner, the owner's name, the strata lot address, the mailing address if different from the strata lot address, the strata lot number, and the unit entitlement of the owner's strata lot;
 - (b) information authorized by a bylaw;
 - (c) the names and addresses of mortgagees who have filed a Mortgagee's Request for Notification;
 - (d) the names of tenants of a strata lot, if any;
 - (e) with respect to council members, the names, and mailing addresses;
 - (f) information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy; and
 - (g) information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry, or a printed or electronic publication.
- (17) Except where withdrawing consent would frustrate the performance of a legal obligation, a Resident can withdraw consent at any time by giving the Strata Corporation reasonable notice. If consent is withdrawn, then the Strata Corporation will inform the person withdrawing consent of the likely consequences of taking that step.
- (18) The Strata Corporation will retain personal information only for as long as is necessary to fulfill the identified purposes or as long as is required for a legal or business purpose. If the information of a Resident is used to help the Strata Corporation render a decision, the information will be retained for a period of one (1) year.
- (19) The Strata Corporation will implement reasonable security arrangements to prevent against risks associated with the improper collection, use, or disclosure of personal information, including, but not limited to unauthorized access, copying, modification, or disposal of personal information.

Third-party compliance with privacy policy

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

Access to personal information

- (21) A Resident is entitled to access that Resident's own personal information under the Strata Corporation's control and is entitled to know how that information has been used or disclosed.
- (22) Any request by a Resident for access to that Resident's own personal information must be made in writing and directed to the Strata Corporation's privacy officer.
- (23) The Strata Corporation will respond to a written request within 30 days of receipt of the request and the Strata Corporation may, in appropriate circumstances, extend the response period.
- (24) In providing a response, the Strata Corporation will
 - (a) inform the requesting party whether that party is entitled to access the requested information, and if access is denied, the reason for the denial; and
 - (b) provide the name and contact information of the Strata Corporation's privacy officer who can answer any questions about the response.
- (25) Subject to litigation privilege, solicitor/client privilege, or a court order to the contrary, the Strata Corporation is not required to redact personal information or to edit out certain information before providing access to or copies of records or documents to an authorized person pursuant to Sections 35, 36, and 59 of the *Act*.
- (26) The Strata Corporation may charge a fee for a copy of a record or document provided pursuant to this bylaw of not more than \$.25/page pursuant to Regulation 4.2 (1) of the *Strata Property Regulations*.
- (27) If a requesting person is not satisfied with a response from the Strata Corporation, then that person may address the matter with the British Columbia office of the Information and Privacy Commissioner.

Division 10 – Rentals & Short-term Occupancy

No restrictions on tenancies

- 41** (1) The strata corporation must not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements, or otherwise restrict the rental of a strata lot.

Form K - Notice of Tenant's Responsibilities

- (2) Before a landlord rents all or part of a residential strata lot or approves an assignment or subtenancy, the landlord must comply with section 146 of the *Act* by
 - (a) giving the prospective tenant, assignee or subtenant
 - (i) the current bylaws and rules (copies of the current bylaws and rules may be obtained from the council for a fee of \$.25 per page [Regulation 4.2(1)]);

- (ii) a Notice of Tenant’s Responsibilities in the prescribed form (Form K);
and
- (b) providing the Strata Corporation with the Form K signed by the tenant, assignee, or subtenant within two weeks of renting or authorizing the rental of the strata lot.

Short-term occupancy & license restriction

- 42** (1) A Resident shall not
- (a) use or permit the strata lot to be used for any purpose other than as a private dwelling unit with not more than three (3) permanent Residents in a two-bedroom strata lot and not more than two (2) permanent Residents in a one-bedroom strata lot;
 - (b) use or permit the strata lot to be used for commercial, retail, or non-residential purposes;
 - (c) use the strata lot as a home office, excluding a home office that does not generate traffic or client attendances, which is permitted; and
 - (d) rent all or a portion of a residential strata lot for remuneration as vacation, travel, or temporary accommodation; and for greater certainty, the following occupancies are prohibited: Airbnb, hotel-like occupancy, vacation rental, bed and breakfast, time share or any other similar type of occupancy arrangement.
 - (e) “Vacation, travel, or temporary accommodation” means the rental of all or a portion of a residential strata lot to an occupant for a period of time not to exceed thirty (30) consecutive days, excluding housesitting, which is permitted.
- (2) An owner or a tenant who rents in contravention of this bylaw may be subject to a fine in the discretion of council in an amount not to exceed \$1,000.00 for each day that the strata lot is rented in contravention of this bylaw.

Division 11 – Move In and Out

43 Moving requirements & fees

- (1) An owner or a tenant shall give the Strata Corporation 72 hours’ notice prior to a move in or move out if the elevator is required to facilitate the move.
- (2) Any change in occupancy of a strata lot will result in a non-refundable move-in fee of \$100.00 being charged against the strata lot and shall be due and payable by the owner or tenant to the strata corporation prior to the move.
- (3) During a move in or move out, the elevator door must not be propped open or manually held open for prolonged periods.
- (4) The owner or tenant must ensure that the common property is not damaged and is left in a clean, neat, and tidy condition, failing which the Strata Corporation may clean or repair the common property and charge the related costs back and collect same from the responsible owner or tenant.

Severability

- 44** The provisions of these bylaws shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the

remaining bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

THE END