

**STRATA PLAN EPS506  
MARKET AT LATORIA  
BYLAWS**

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**STRATA PLAN EPS506  
MARKET AT LATORIA  
BYLAWS**

RE: Strata Plan EPS506 being a strata plan of:  
PID: 027-141-241  
Lot B, Section 61, Esquimalt District, Plan VIP83452

The following bylaws differ from the Standard Bylaws to the Strata Property Act, as permitted by section 120 of the Strata Property Act. These bylaws are to be read with the Standard Bylaws but where the following bylaws are inconsistent or conflict with the Standard Bylaws, the following bylaws shall apply.

**Definitions**

1. In these bylaws,
  - "Act" means the Strata Property Act, S.B.C. 1998, c. 43 as amended from time to time;
  - "Council" means the Strata Council of the Strata Corporation as constituted by these bylaws;
  - "Non-Residential Owners" are those owners of strata lots 1 through 5;
  - "Resident Caretaker" means a resident caretaker if a resident caretaker has been retained by the Strata Council;
  - "Residential Owners" are those owners of strata lots 6 through 39;
  - "Strata Corporation" means The Owners, Strata Plan EPS506 established pursuant to s. 2 of the Act;
  - "Strata Fees" means the fees prescribed for each residential and non-residential strata lot in the approved budget.
  - "Visitor" includes employee, agent or invitee.
2. The definitions set out in the Act also apply.

**Strata Lot Types**

3. The Strata Corporation consists of two types of strata lots.
  - (a) strata lots 2-3 and 40-45 are identified as non-residential strata lots and,
  - (b) strata lots 6-39 are identified as residential strata lots.

**Bylaw Amendment**

4. Pursuant to s. 128(1)(c) of the Act,
  - (a) a resolution to amend ss.1-12, 28, 36-75, which apply to all strata lots, must be passed by a 3/4 vote of all strata lots;
  - (b) a resolution to amend ss. 13-27 and ss. 29-31, which apply only to residential strata lots must be passed by a 3/4 vote of all strata lots;
  - (c) a resolution to amend ss. 32-35, which apply only to non-residential strata lots, must be passed by a 3/4 vote of the residential strata lots and a 3/4 vote of the non-residential strata lots.

**DIVISION 1**  
**All Strata Lots**

**Payment of Strata Fees, Special Levies and Assessments**

5. (1) An owner shall pay strata fees to the Strata Corporation on or before the first day of the month to which the strata fees relate.
- (2) An owner shall pay special levies on the date or dates fixed for the payment of such levies.
- (3) An owner shall pay all assessments on the first day of the month following delivery of the notice of assessment.
- (4) An owner shall pay interest at the rate of 6% per annum, compounded annually for late payment of assessments, strata fees and special levies.

**Payments by Owners**

6. Any payments made by an owner shall be applied, first to the payment of fines, second in payment of special levies and thereafter in payment of outstanding strata fees.
7. (1) An owner is responsible for the owner's strata lot except for repairs and maintenance that are the responsibility of the Strata Corporation under these bylaws.
- (2) An owner who has the use of limited common property is responsible for it, except for repairs and maintenance that are the responsibility of the Strata Corporation under these bylaws.

**General**

8. Any person who leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone who is an insured under that policy.
9. Any owner, tenant, occupant, or visitor shall not use a strata lot, the common property, or common assets in a way that:
  - (a) causes a nuisance, disturbance 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.
10. An owner, tenant, occupant, or visitor shall 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 is responsible for the repairs and maintenance under these bylaws or insure under s.149 of the Act or,
  - (b) use any part of the common property (other than assigned storage rooms or lockers) for storage, without the written consent of Council.

**Garbage Disposal**

11. (1) An owner, tenant, occupant or visitor of a strata lot shall:
  - (a) remove ordinary refuse and garbage from his or her strata lot and deposit it in the containers provided by the Strata Corporation for that purpose;

- (b) deposit recyclable material in the appropriate bins provided by the Strata Corporation for that purpose; and,
  - (c) not leave items of furniture, household items, cans of paint, or other items that are not ordinary household garbage or refuse in the garbage room.
- (2) All garbage shall be bagged and tied.

### **Parking**

12. (1) An owner, tenant or occupant of any strata lot shall only use parking stalls for the parking of licensed and insured motor vehicles, motorcycles or collapsible shopping carts and for no other purpose unless approved of in writing by the Council.
- (2) An owner, tenant or occupant of a strata lot shall not:
- (a) use any parking space in the building or on the common property or on any limited common property except,
    - i. the parking space which has been specifically assigned to his or her strata lot,
    - ii. a parking space leased by the owner, tenant or occupant, or,
    - iii. when informally agreed with another owner;
  - (b) perform oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (c) rent, lease or loan the parking space assigned for his or her use to anyone who is not a resident of the building without the prior written consent of Council; or
  - (d) park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property;
- (3) An owner, tenant or occupant of a strata lot must promptly and at his or her own expense clean up any oil or other substance which spills or leaks onto the common property.
- (4) An owner who leases a parking space assigned for his or her use to any other person for more than one week shall immediately inform Council of the name and suite number of the new user and the duration of such use.

### **Residential Strata Lots**

#### **Use of Property**

13. Without limiting the generality of ss. 8, 9, 10, 11 or 12 an owner, tenant, occupant or visitor of a residential strata lot shall not:
- (a) install or reinstall hard floor surfaces such as hardwood floors or tile without the approval of Council and subject to the standards set out in s. 14;
  - (b) remove any installed carpeting or other floor covering from the floors of a strata lot without the prior approval of Council and subject to the standards set out in s. 14;
  - (c) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
  - (d) leave on the common property or any limited common property, any shopping cart or any other item unless authorized to do so by Council;

- (e) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio other than one powered by propane or electricity, in accordance with any Regulation of the Province of British Columbia, City of Colwood Municipal bylaw and rules made by the Strata Corporation from time to time;
- (f) shake any mop or duster of any kind or throw any refuse out of the windows or doors or from the balcony of a residential strata lot;
- (g) do or omit to do anything that will increase the risk of fire or the rate of Insurance on the building or any part thereof;
- (h) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (i) allow a strata lot to become unsanitary or a source of odour;
- (j) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property;
- (k) install any window coverings, visible from the exterior of a strata lot which are different in size or colour from those of the original building specifications without the written approval of Council;
- (l) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (m) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, without the written approval of Council;
- (n) erect on or fasten to a strata lot, the common property or any limited common property any television or radio antenna, dish or similar structure;
- (o) subject to s. 31, place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (p) install any indoor/outdoor carpeting on any deck, patio or balcony;
- (q) install any items on any deck, patio or balcony except free-standing, self-contained plant containers, summer furniture and accessories;
- (r) hang plants or baskets or other items within three feet of a balcony railing line, provided however that festive lights, properly secured, are permitted during the period of the festival;
- (s) import on to limited common property, common property or a strata lot, a natural felled Christmas tree;
- (t) unless otherwise permitted in these bylaws, give any keys, access devices, combination numbers, security cards or other means of access to the building, the parking garage or common areas to any person other than a tenant, occupant or visitor of the strata lot;
- (u) install or use a hot tub, Jacuzzi, spa, whirlpool or swirl pool on the balcony, deck or patio of a strata lot or any area in the limited common property or the common property;
- (v) alter or renovate a strata lot or install any device or material within or about a strata lot, the common property, or limited common property, that causes or may unreasonably disturb or interfere with the comfort of any other owner, tenant or occupant;
- (w) make or cause to be made, any hole of any nature whatsoever to the exterior of the building and, in particular, shall not install hooks, hangers, brackets or other devices to the exterior of the building.
- (x) do or permit anything to be done to his or her strata lot which, in the opinion of Council, would alter the exterior appearance of the building.

- (y) smoking of tobacco, marijuana or other chemicals or e-cigarettes is prohibited:
  - (i) in a strata lot;
  - (ii) on all interior common property and limited common property including but not limited to hallways, elevators, parking garages, electrical and mechanical rooms;
  - (iii) on limited common property decks; and
  - (iv) on exterior common property that is within seven meters of a door, window or air intake.

#### Moving

- (1) The owner of a strata lot must pay the Strata Corporation a fee of \$100 whenever the owner or a tenant of the owner moves into the complex, to cover the general wear and tear and additional maintenance of the hallways, elevator and foyer caused during a move. Applicable to all Residential and Non Residential units.
14. Noise and vibration suppressing capabilities of proposed new flooring or removal of existing flooring must meet or exceed the International Building Code Field Impact Insulation Class (FIIIC) rating 63.
  15. If, as a result of any noise complaint, Council is of the opinion that the installation of new flooring or removal of existing flooring does not meet or exceed the standards prescribed in s. 14, the owner of the strata lot shall take immediate remedial action to achieve sound proofing to the satisfaction of Council.
  16. An owner, tenant or occupant of a residential strata lot who has or installs hard floor surfaces such as hardwood floors or tile shall 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.

#### Limited Common Property

17. Owners, tenants or occupants of and visitors to residential strata lots shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the Council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.
18. Any such planters, items or equipment shall be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance shall be solely the responsibility of the owner of the strata lot who has the use of the limited common property on which they are placed.

#### Pets

19. An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following, unless otherwise approved by council in writing in advance:
  - (a) a reasonable number of fish or other small aquarium animals contained within one (1) aquarium not to exceed 25 gal.;
  - (b) up to 2 caged birds;
  - (c) up to two (2) dogs, two (2) cats, or a combination thereof where the total number of dogs and cats does not exceed 2.
20. For the purposes of s. 19 "dog" and "cat" mean domestic animals.

21. [Repealed October 20, 2016]
22. Dogs shall be leashed or otherwise secured and under the control of a responsible adult when on common property or limited common property.
23. An owner, tenant or occupant shall:
  - (a) make reasonable efforts to ensure that his or her pet does not urinate or defecate on the common property or on any limited common property; and,
  - (b) forthwith remove all of his or her pet's waste from the common property or limited common property.

If, in the opinion of Council, any special cleaning or floor covering replacement is required as a result of any damage caused by a pet, the owner of the unit responsible shall pay all costs of such special cleaning or floor covering replacement.

24. An owner, tenant or occupant shall ensure that his or her visitors who bring a pet onto the common property or limited common property comply with the bylaws.
25. Council may:
  - (a) make rules in relation to the terms and conditions under which any pet may be permitted on the common property or limited common property and the types of pets permitted to be on the common property or limited common property and, for this purpose, make different rules and regulations imposing different terms and conditions for different types of pets; and
  - (b) require removal by an owner, tenant or occupant of any pet kept by the owner, tenant or occupant in a strata lot if such pet, in the opinion of Council, constitutes a nuisance, or may be dangerous or cause damage to any owner, tenant or occupant of a strata lot or to any property of the Strata Corporation or an owner.

### **Bicycles**

26.
  - (1) Bicycles are not permitted in elevators, hallways or any other indoor common areas, except to the extent necessary to access the bicycle storage rooms.
  - (2) Bicycles shall not be kept on balconies or patios.
  - (3) Bicycles shall be stored within the bicycle areas or such other area as may be prescribed by Council.
  - (4) Council shall, subject to the provisions of the Act, be responsible for the orderly administration of the use of spaces within the bicycle storage areas, including without limitation, the issuance of keys or security passes granting permission to store additional bicycles and charging fees to users if approved by resolution of the Strata Corporation.
  - (5) Each owner of a residential strata lot is entitled to the use of one (1) bicycle storage space.

### **Storage**

27.
  - (1) Subject to the provisions of the Act, Council shall be responsible for the allocation and administration of the use of storage lockers.
  - (2) Council shall allocate the right of exclusive use of one (1) storage locker to each strata lot.
  - (3) Council may prescribe the issuance of keys or security passes and the licensing of the use of any unallocated storage lockers, including the charging of a fee to users, provided however that such fee is approved by resolution of the Strata Corporation.
  - (4) An owner who leases or loans the storage locker assigned by the Strata Corporation for his or her use to any other person for more than one week shall immediately inform Council of

the name and suite number of the new user and the duration of such use.

### **Move In**

28. (1) For the purpose of this section a "move" consists of a move of household furnishings into a residential unit upon assuming occupation of the unit.
- (2) Council may regulate the times and manner in which any moves may be made and require that such moves be coordinated with the Strata Council/Management.
- (3) An owner, tenant or occupant of a residential strata lot shall notify the Strata Council/Management at least seven (7) days in advance of the date and time of any move.

### **Rentals**

29. (1) Before a tenant may move into any strata lot, the owner shall deliver or cause to be delivered to the Strata Corporation a Notice of Tenant Responsibilities in Form K under the Act duly acknowledged and endorsed by the tenant.
- (2) An owner shall advise the Strata Corporation in writing of the time and date that any tenant intends to move into or out of the strata lot, at least seven (7) days in advance and make arrangements with the Strata Corporation and/or Management Company to coordinate any such move in accordance with s. 29(3).
- (3) [Repealed October 20, 2016]
- (4) A tenant shall not sublet a strata lot without prior written approval of the landlord and a copy of any sublease agreement shall be delivered to the Strata Corporation.
- (5) A home exchange for vacation purposes shall be deemed to be a rental and the provisions of these bylaws shall apply to such rentals.

### **Selling or Rental of Strata Lots**

30. (1) An owner of a residential strata lot shall not permit "For Sale" or "For Rent" signs to be placed on or about the common property except on a signage board located near the entrance to the building and designated by Council for such purpose.
- (2) An owner of a residential strata lot shall not hold or permit any public open house except from 10 A.M to 4 P.M. and only under the supervision of the owner's agent.
- (3) One (1) open house for agents will be allowed per listing.
- (4) Unless Council otherwise prescribes, all showings shall be by appointment only.

### **Non Residential Strata Lots**

#### **General**

31. (1) The owner of a non-residential strata lot is entitled to grant, appurtenant to any lease of such strata lot, a license or other right to use the limited common property designated for exclusive use by the owner of such strata lot and the owner is entitled to retain for his or her sole account any consideration received with respect to such license or other right.
- (2) An owner or tenant of a non-residential strata lot who installs, maintains and operates at 99% efficiency an electrostatic precipitator in the exhaust system for his or her strata lot is deemed not to violate these bylaws as a result of the emission of any odours from its exhaust system.
- (3) An owner or tenant of a non-residential strata lot shall not
  - (a) use, or permit any occupant of such strata lot to use, such strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of midnight and 6:00 a.m. or that

- encourages loitering by persons in or about the strata lot or common property;  
or,
  - (b) make or cause to be made, any hole of any nature whatsoever to the exterior of the building and, in particular, shall not install hooks, hangers, brackets or other devices to the exterior of the building.
- (4) Despite the designation of Limited Common Property for the exclusive use by Strata Lots 4 and 5 of certain surface parking stalls, those parking stalls shown within Areas 4 and 5 may be used by the owner, occupant or tenant of any residential strata lot together with the owner, occupant or tenant of any non-residential strata lot.

### **Signs and Displays**

32. (1) The owner or tenant of a non-residential strata lot may install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices:
- (a) have received any approvals required from applicable governmental authorities; and
  - (b) are in keeping with the overall presentation of the strata plan in terms of quality, design and colour.
- (2) All such signs and notices shall be installed and maintained at the sole expense and risk of the owner or tenant of a non-residential strata lot and such owner or tenant shall purchase and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.
- (3) The owner or tenant of a non-residential strata lot may install displays in its strata lot which are visible from the exterior of the strata lot, provided such displays are of professional display quality, face the windows, are constructed from new materials and are maintained in first class condition.

### **Awning and Exterior Alterations**

33. The owner or tenant of a non-residential strata lot must obtain the written permission of Council before
- (a) installing awnings; or
  - (b) altering the exterior or structure of any strata lot, which permission may not be unreasonably withheld.

### **Bylaw or Rule Restrictions**

34. (1) Subject to s. 32 (3)(a) the Strata Corporation shall not pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws, rules and regulations in effect from time to time, provided that the activity carried on in the non-residential strata lot is not a breach of these bylaws.
- (2) The Strata Corporation shall not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot.
- (3) The Strata Corporation shall not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect

- to the use of a non-residential strata lot.
- (4) The Strata Corporation shall not pass any bylaws or rules, grant any rights to exclusive use or designate any areas as limited common property where such bylaw or rule, or such grant or designation will limit access to, impair the visibility of or obstruct the non-residential strata lots or otherwise have a negative impact on the businesses carried on in and from the non-residential strata lots or that unreasonably discriminate against the owner or tenant of a non-residential strata lot.
  - (5) For greater certainty, the Strata Corporation shall not pass any bylaws or rules in respect of any common property or limited common property designated for the exclusive use of non-residential strata lots and specifically any common property or limited common property located in front of the non-residential strata lots in the plaza area.

## **DIVISION 2**

### **Power and Duties of Strata Corporation - All Strata Lots**

#### **Common Property**

35. Council may authorize the temporary use of Common Property for a limited period or periods of time for special events, when, in the opinion of Council, such use is in the interests of the owners.

#### **Newly Acquired Ownership or Tenancy**

36. A new owner shall inform the Strata Corporation, in writing, of his or her name, strata lot number, access device numbers and mailing address outside the strata plan, if any, within two weeks of acquiring ownership.

#### **Altering a Strata Lot**

37. Subject to obtaining the written approval of Council, no owner, tenant, occupant or visitor shall make or permit any 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 (i.e., including, for example, adding security devices to the entrance door to a strata lot);
  - (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 s. 149 of the Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g. the original wall- to-wall carpeting).
38. Council shall not unreasonably withhold its approval under section 38, but may require, as a condition of its approval, that the owner agree in writing:
  - (a) to take responsibility for any current and future expenses relating to the alteration; and
  - (b) to remove the alteration and restore the common property, if required by the Strata Corporation, prior to moving out of the strata lot.

#### **Altering Common Property**

39. Subject to obtaining the written approval of Council, no owner shall make or permit any

alterations to common property, including limited common property or common assets.

40. Council may require as a condition of its approval that the owner agree, in writing:
- (a) to take responsibility for any current and future expenses relating to the alteration;
  - (b) to provide, at the request of Council, evidence of appropriate insurance coverage relating to the alteration; and
  - (c) to remove the alteration and restore the common property prior to the sale of the strata lot.

#### **Alteration Hours**

41. All alterations by owners must be performed within the hours of 9:00 AM to 5:00 PM, Monday to Friday, unless otherwise approved by Council.

#### **Entry to Strata Lot**

42. An owner, tenant, occupant or visitor shall allow a person or persons authorized by Council 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
    - i. 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 s.149 of the Act; and,
    - ii. to ensure compliance with the Act, the regulations, these bylaws and the rules.
43. The notice referred to in s. 43(b) shall include the date and approximate time of entry, and the reason for entry.
44. In exercising its rights under s. 43 Council shall not unreasonably interfere with any person's lawful occupation of a strata lot.

#### **Compliance with Bylaws and Rules**

45. All owners, tenants, occupants or visitors shall comply with these bylaws and the rules.

#### **Claims on Insurance Policies**

46. (1) No owner, tenant, occupant or visitor shall do or omit to do any act which would result in a claim being made on the insurance policy of the Strata Corporation.
- (2) In addition to the obligations and liabilities imposed by ss.(1), each owner is strictly liable to the Strata Corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot as a result of
- i. anything introduced into the strata lot by the owner or previous owner;
  - ii. any alterations or additions to the strata lot, the limited common property or the common property made by the owner or prior owner(s) of the strata lot;
  - iii. any damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
  - iv. any pets residing in or visiting at the owner's strata lot;
  - v. any child residing in or visiting at the owner's strata lot.
- (3) In any event, where a claim is made on the insurance of the Strata Corporation, the deductible portion of the claim shall be paid by the owner of the strata lot where the

damage originated.

### **DIVISION 3**

#### **Powers and Duties of Strata Corporation - All Strata Lots**

##### **Repair and Maintenance of Property**

47. (1) The Strata Corporation shall 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; and
  - (c) limited common property;
- (2) The duty to repair and maintain referred to under sub section (1)(c) is restricted to:
- (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
    - i. the structure of a building;
    - ii. the exterior of a building;
    - iii. chimneys, stairs, balconies and other things attached to the exterior of a building;
    - iv. doors, windows and skylights on the exterior of a building or that front on the common property; and
    - v. fences, railings and similar structures that enclose patios, balconies and yards.
48. The Strata Corporation shall repair and maintain a strata lot but the duty to repair and maintain it is restricted to those areas referred to in s. 48(2)(b)(i)-(v).

##### **Allocation of Expenses**

49. All expenses shall be allocated by the Strata Corporation in accordance with the formulae for sharing operating expense for limited common property and types of strata lots in accordance with the Regulations.

### **DIVISION 4**

#### **Council - All Strata Lots**

##### **Council Size**

50. (1) Council shall be comprised of at least three and not more than seven persons qualified to sit as members of Council pursuant to the provisions of the Act.
- (2) Unless all non-residential strata owners decline to accept a position on Council, at least one council member shall be a non-residential owner.
- (3) No owner may stand for Council or continue to serve on Council if the Strata Corporation is entitled to register a lien against that owner's strata lot pursuant to the provisions of the Act.

##### **Council Members' Terms**

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

### **Removing Council Member**

52. (1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the Strata Corporation shall hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) The registration of a lien against the strata lot of a council member shall result in the immediate removal from Council of such council member.

### **Replacing Council Member**

53. (1) If a council member resigns or is unwilling or unable to act for a period of two (2) months or more, the remaining members of Council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member must be qualified to sit pursuant to the provisions of the Act.
- (3) Council may appoint a council member under this section even if the absence of the member being replaced leaves Council without a quorum.
- (4) If all the members of Council resign or are unwilling or unable to act for a period of one (1) month or more, 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**

54. (1) At the first meeting of Council held after each annual general meeting of the Strata Corporation, Council shall elect, from among its members, a president, a vice president, and a treasurer, and may elect a secretary.
- (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 two (2) or more months, council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling Council Meetings**

55. (1) Any council member may call a meeting of Council by giving the other council members at least one (1) weeks' notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice referred to in subsection (1) above does not have to be in writing.
- (3) A council meeting may be held on less than one (1) weeks' 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) Council shall inform owners about the council meeting as soon as feasible after the meeting has been called.

#### **Requisition of Council Hearing**

56. (1) An owner or a tenant may request a hearing at a council meeting by application in writing, stating the reason for the request.
- (2) If a hearing is requested under ss. (1), Council shall hold such hearing within four (4) weeks of the request.
- (3) Any decision of Council required as a result of the hearing shall be in writing and made within one (1) week of the hearing.

#### **Quorum of Council**

57. (1) A quorum of Council is:
  - (a) 2, if Council consists of 3 or 4 members;
  - (b) 3, if Council consists of 5 or 6 members; and
  - (c) 4, if Council consists of 7 members.
- (2) Subject to s. 59 (1) Council members must be present in person at a council meeting to be counted in establishing a quorum.

#### **Council Meetings**

58. (1) At the option of Council, a council meeting 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 not attend Council meetings without the permission of Council.
59. No decision concerning the contravention of a bylaw may be made by Council without providing the alleged bylaw offender an opportunity to be heard orally or in writing.

#### **Voting at Council Meetings**

60. (1) Decisions of Council shall be made by a majority of council members present in person at a meeting.
- (2) The president may break a 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**

61. Council shall provide owners or tenants who have been assigned a landlord's right to vote under s.147 or s.148 of the Act, with a copy of the minutes of council meetings within two (2) weeks of any council meeting, whether or not the minutes have been approved.

#### **Delegation of Council's Powers and Duties**

62. (1) Subject to subsections (2) to (4), Council may delegate some or all of its powers and duties to one or more council members or persons who are not members of Council, and may revoke the delegation.
- (2) 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) Council may not delegate its powers to determine, based on the facts of an individual 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**

- 63. (1) No person may 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 required to ensure safety or prevent loss or damage.

### **Limitation on Liability of Council Member**

- 64. (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 Council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

### **Consents**

- 65. Any consent, approval or permission given under these bylaws by Council may be revoked at any time upon reasonable notice and subject to compensation payable by the Strata Corporation for costs or any portion of costs incurred by an owner acting, in good faith, upon the authority of such consent.

## **DIVISION 5**

### **Annual and Special General Meetings - All Strata Lots**

#### **Person to Chair Meeting**

- 66. (1) Annual and special general meetings shall be chaired by the president of Council.
- (2) If the president of Council is unwilling or unable to act, the meeting shall be chaired by the vice president of Council.
- (3) If neither the president nor the vice president of Council chairs the meeting, a chair shall be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

#### **Participation by Others than Eligible Voters**

- 67. Tenants and occupants shall not attend or participate in annual and special general meetings unless they have been assigned a landlord's right to vote or are in possession of a valid proxy vote pursuant to the provisions of the Act.

## **Voting**

68. (1) At an annual or special general meeting, voting cards shall be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair shall decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of Council or any other vote must be held by secret ballot if the secret ballot is requested by an eligible voter.
- (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.

## **Order of business**

69. The order of business at annual and special general meetings is as follows.
- (a) certify assignment of landlord's rights, 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 Council;
  - (j) report on insurance coverage, if the meeting is an annual general meeting;
  - (k) approve the budget for the coming year, if the meeting is an annual general meeting;
  - (l) deal with new business, including any matters about which notice has been given;
  - (m) elect a Council, if the meeting is an annual general meeting;
  - (n) terminate the meeting

### **(o) Quorum Bylaw**

That the 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. If the meeting was convened by the strata council, then the meeting stands adjourned to 15 minutes. from the time appointed for the meeting, at the same place, but if at the end of the period a quorum is still not present, the eligible voters present or by proxy shall be deemed a quorum."

## **Electronic General Meetings**

- 69.1 (1) The Strata Corporation may hold annual or special general meetings, including special

general meetings demanded by 20% of the strata lot owners' votes pursuant to section 43 of the Strata Property Act (the Act), by electronic means including by telephone conference call, video conferencing or any other electronic means, so long as all authorized participants and eligible voters may communicate with each other during the meeting either through an electronic platform or teleconference, referred to herein as an "electronic meeting").

- (a) An 'authorized participant' means an agent of the strata corporation, legal counsel, insurance agent, or any other person authorized by the Strata Property Act, bylaws or Strata Council to attend prior to the meeting.
- (2) Notice of Electronic Meetings: The Corporation must specify the following in the notice of the electronic general meeting:
  - (a) the electronic means by which it intends to hold the electronic meeting;
  - (b) how voters may attend the electronic meeting; and,
  - (c) how votes may be cast at the electronic meeting.
- (3) Attendance at Electronic Meetings:
  - (a) Eligible voters may only attend an electronic meeting by proxy or in person in the other manner or manners specified in the notice of meeting.
  - (b) If an eligible voter attends an electronic meeting in the manner specified in the notice of meeting, then such voter is deemed to be present in person.
  - (c) Eligible voters who wish to attend an electronic meeting by proxy must deliver a copy of their proxy to Council at least 48 hours before the meeting's start.
  - (d) Eligible voters attending an electronic meeting in person by electronic means acknowledge and accept that the risks associated with such attendance including but not limited to:
    - i. a loss of privacy;
    - ii. connection and/or other technological problems;
    - iii. an inability to participate in discussions; and
    - iv. an inability to vote.
  - (e) Eligible voters who attend an electronic meeting are responsible for the manner or manners in which they attend, and the Corporation is not responsible for the quality or consistency of their connection or their inability to connect or maintain connection.
  - (f) The council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
  - (g) If an eligible voter loses their connection to the meeting:
    - a. their vote will not be counted towards quorum for any period that they are absent from the meeting; and
    - b. the meeting will continue in their absence unless their absence results in a loss of quorum.
- (4) Registration and Voting at Electronic General Meetings:
  - (a) At an electronic meeting, registration, verification of proxies, participation, and quorum of eligible voters in person or by proxy must be confirmed by the chair at the beginning of the meeting by calling the roll or any other method that confirms eligible voters present in person or by proxy.
  - (b) Attendees and voters at the electronic meeting must provide proof of their identity if requested to do so by the Council.
  - (c) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.

- (d) The Council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
- (e) If an eligible voter loses their connection to the meeting:
  - i. their vote will not be counted towards quorum for any period that they are absent from the meeting; and
  - ii. the meeting will continue in their absence unless their absence results in a loss of quorum.
- (f) Notwithstanding any other bylaw, a vote may not be conducted by secret ballot at an electronic annual or special general meeting.
- (g) The votes on a resolution at an electronic meeting may be cast by eligible voters using any one of the following voting methods:
  - i. email to a designated email address during a designated voting window;
  - ii. show of voting cards if visual electronic communication is available;
  - iii. call of the roll;
  - iv. hand delivery of the ballots to a designated location;
  - v. any other electronic method that identifies votes of eligible voters.
- (h) After the chair of the meeting determines that all votes have been cast the chair will announce the outcome of the vote for each resolution including the total number of votes cast, the number of votes in favor and against, and whether the resolution was approved or defeated; and the outcome of the vote must be recorded in the minutes of the meeting.
  - (i) The corporation must keep all ballots and proxies for an electronic annual or special general meeting for a period of two (2) years, or as otherwise determined by the eligible voters by majority vote, after which they will be destroyed.
- (5) Recording of Electronic Meetings: Audio and/or visual recording of an electronic meeting, in part or in whole:
  - (a) is permitted by the Council or it's designated agent for the purpose of facilitating accurate development of meeting minutes and confirming voting results post-meeting:
  - (b) is permitted by an owner, occupant, or tenant only if such owner, occupant or tenant, first obtains the express permission of the voters by a majority vote
  - (c) made by the Council must be retained/stored until the day after the next annual or special general meeting at which minutes of the previously recorded general meeting have been adopted/approved by owners; and
  - (d) that are not made by the Council or authorized by a majority vote of the owners at the meeting, shall be deemed to be invalid and inaccurate.
- (6) Application of other bylaws and conflict:
  - (a) Subject to subsection 40.6 (b), all other bylaws pertaining to the calling and holding of general meetings continue to apply.
  - (b) Where a conflict exists between a section or subsection of this bylaw and any other bylaw, the provisions of this bylaw take precedence over the other bylaw.

## DIVISION 6

### **Enforcement of Bylaws and Rules - All Strata Lots**

#### **Maximum Fine**

70.1 Subject to s. 73, Council may fine an owner or tenant a maximum of:

- (a) \$200 for each contravention of a bylaw;
- (b) \$50 for each contravention of a rule; and
- (c) \$500 per month for each contravention of the rental bylaw.

#### **Assessments**

- 71.1 (1) Fines levied pursuant to these bylaws and rules, and the reasonable costs of the enforcement or remedying of any contravention of the bylaws or rules incurred by the Strata Corporation on behalf of an owner, shall be assessed and charged to the responsible owner.
- (2) All costs, expenses and damages (including but not limited to the full repair or restoration of common property) incurred by the Strata Corporation as a result of a contravention of a bylaw or rule by an owner, tenant, occupant, or visitor shall be assessed and charged to the responsible owner.
- (3) Where an owner fails to comply with a work order from a public or local authority and where such failure results in Council causing the Strata Corporation to complete such work, the cost of the work shall be assessed and charged to the responsible owner.
- (4) Notwithstanding any provision of the Act, Council may cause the Strata Corporation to proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote of owners.

#### **Continuing Contravention**

72.1 Other than a contravention of the rental bylaw, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

## DIVISION 7

### **Notice**

73.1 [Repealed October 21, 2015]

## DIVISION 8

### **Voluntary Dispute Resolution**

- 74.1 (1) A dispute among owners, tenants, or the Strata Corporation 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.