

Bylaws of The Owners, Strata Plan VIS2934

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BC Law Pertaining to Strata Corporation Bylaws

At the time a strata plan is deposited in a land title office a strata corporation is created. All strata corporations (even 'duplexes') are subject to the *Strata Property Act* and the *Strata Property Regulation*. The *Strata Property Act* and the *Strata Property Regulation* are legislation created by The Government of British Columbia. There is no option for strata corporations to 'opt out' of this legislation. In addition to the *Strata Property Act* and the *Strata Property Regulation* there is other legislation that applies to strata corporations: as examples, the *Human Rights Code* and the *Personal Information Protection Act*.

It can be difficult to understand and apply all the legislation that applies to strata corporations. There are decisions from the Supreme Court of British Columbia, the British Columbia Court of Appeal and the Civil Resolution Tribunal that address particular situations and these decisions can aid in interpreting the meaning and requirements imposed by legislation.

The *Strata Property Act* permits strata corporations to enact bylaws for the control, management, use and enjoyment of strata lots, common property and common assets of the strata corporation and for the administration of the strata corporation. However, a strata corporation's bylaw is unenforceable to the extent that it contravenes the *Strata Property Act*, the *Strata Property Regulation*, the *Human Rights Code* or any other enactment or law.

It is important for owners to understand that strata corporations are subject to many requirements imposed by legislation and other laws and that bylaws cannot attempt to change the law even if owners would prefer to not have to follow specific requirements.

Preamble

The Owners, Strata Plan VIS2934 (the “Strata Corporation”) was created on November 3, 1993 by the deposit of the strata plan in the land titles office. It is common referred to as Willowdale Court¹.

The Strata Corporation includes 23 residential strata lots which are owned fee simple².

The common property of the Strata Corporation includes the land and buildings shown on the strata plan³ that are not part of a strata lot. The common property is owned by the owners of strata lots as tenants in common in a share equal to the unit entitlement of an owner’s strata lot divided by the total unit entitlement of all the strata lots⁴. The total unit entitlement of the Strata Corporation is 4,483 units.

Part A – Strata Lots⁵ and Limited Common Property

Section 1 – Use of Strata Lots and Limited Common Property⁶

General Prohibitions for the Use of Strata Lots or Limited Common Property

1. An owner, tenant, occupant, or visitor must not use a strata lot or limited common property in a way that:
 - a. Causes a nuisance or hazard to another person (nuisance may include offensive odors),
 - b. Causes unreasonable or repetitive noise between the hours of 11:00pm and 7:00 am daily,
 - c. Is contrary to the regulation of noise, by bylaw, of the local government authority,
 - d. Appears untidy, unkempt, disorganized, or unsightly from the common property or another strata lot,
 - e. Unreasonably interferes with the rights of other persons to use and enjoy the common property, limited common property, common assets, or another strata lot,

¹ SPA, s. 2 - Establishment of Strata Corporation - The Strata Corporation only exists because the government passed legislation permitting strata corporations. The Strata Corporation only has the powers provided to it in the SPA, which include the power and capacity to enter into contracts (as a natural person).

² An owner “owns” the strata lot and has full use and control over it subject to any restrictions imposed by law or by the bylaws of the Strata Corporation.

³ Strata Plan is the registered document that designates common property, limited common property and strata lot property.

⁴ SPA, s. 66 - Ownership of property – As tenants in common, owners can have different proportions of ownership and can sell or transfer their ownership without the consent of the other owners.

⁵ SPA, s. 68 - Strata Lot Boundaries - The boundary of a strata lot is the midpoint of the structural portion of a wall, floor or ceiling that separates a strata lot from another strata lot or the common property, if a strata lot is not separated from another strata lot or the common property by a wall, floor or ceiling the boundary of the strata lot is as shown on the strata plan.

⁶ An owner, tenant or occupant of a strata lot can use a strata lot or limited common property designated for their exclusive use however they want, subject to any restrictions imposed by law and the bylaws of the Strata Corporation.

- f. Is illegal,
- g. Is contrary to a purpose for which the strata lot or limited common property is intended as shown expressly or by necessary implication on or by the strata plan,
- h. Causes damage, other than reasonable wear and tear, to those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under s. 149 of the Act⁷,

Prohibition on Temporary Accommodation

2. An owner shall not permit the use of a strata lot or part of a strata lot they own for remuneration as vacation, travel, or temporary accommodation.
3. The occupancy of a strata lot or part of a strata lot in exchange for monetary consideration or other value, except as expressly permitted by the bylaws, shall be deemed to be the use of a strata lot for remuneration as vacation, travel, or temporary accommodation.
4. The occupancy of a strata lot for a period longer than twenty-eight (28) days without a tenancy agreement shall be deemed to be the use of a strata lot for vacation, travel or temporary accommodation if it is occupied by any person other than:
 - a. The owner,
 - b. The spouse of the owner,
 - c. The parent, child or grandchild of the owner,
 - d. The parent, child or grandchild of the spouse of the owner, or
 - e. A person married to or in a marriage-like relationship with a person identified in this bylaw.

Responsibilities on Rental of a Strata Lot

5. An owner shall not permit the occupancy of a strata lot in exchange for monetary consideration or other value unless they provide written notice to the Strata Corporation.

⁷ SPA s. 149 - Property insurance requirements for strata corporations - (1) The strata corporation must obtain and maintain property insurance on: (a) common property, (b) common assets, (c) buildings shown on the strata plan, and (d) fixtures built or installed on a strata lot, if the fixtures are built or installed by the owner developer as part of the original construction on the strata lot. (2) For the purposes of subsection (1) (d) and section 152 (b), "fixtures" has the meaning set out in the regulations. (4) The property insurance must (a) be on the basis of full replacement value except in prescribed circumstances, if any, and (b) insure against major perils, as set out in the regulations, and any other perils specified in the bylaws.

6. An owner that permits the occupancy of their strata lot for monetary consideration or other value lot must comply with all provisions of the *Strata Property Act*⁸, and deliver the following information to the strata corporation prior to the occupancy of the strata lot:
 - a. The strata lot number and civic address of the strata lot under Lease,
 - b. The address and telephone number of the owner during the Lease,
 - c. The commencement date and term of the Lease,
 - d. A Notice of Tenant's Responsibilities (Form K⁹) signed by the person(s) that will be occupying the strata lot, and
 - e. Such further information and documentation relating to the tenancy as the strata council may reasonably require.
7. An owner must notify the strata corporation as soon as reasonably possible once they have knowledge that the occupancy of their strata lot, by a person other than those identified in bylaw 4, will cease.

No Smoking

8. No owner, tenant, occupant, or visitor shall carry or have in their possession:
 - a. A burning cigarette or cigar containing tobacco or another substance, or
 - b. A pipe containing burning tobacco, cannabis or another substance.
9. No owner, tenant, occupant, or visitor shall Burn tobacco, cannabis or another substance using:
 - a. A pipe,
 - b. Hookah pipe,
 - c. Lighted smoking device,
 - d. Vaporizing device, or
 - e. Any similar product whose use releases into the air:
 - i. Gases,
 - ii. Particles, or
 - iii. Vapors as a result of combustion, electrical ignition or vaporization.

⁸ Part 8 of the *Strata Property Act*

⁹ SPA s. 146 - Landlord to give bylaws, rules and Notice of Tenant's Responsibilities to tenant (1) Before a landlord rents all or part of a residential strata lot, the landlord must give the prospective tenant (a) the current bylaws and rules, and (b) a Notice of Tenant's Responsibilities in the prescribed form. (2) Within fourteen (14) days of renting all or part of a residential strata lot, the landlord must give the strata corporation a copy of the notice signed by the tenant. (3) If a landlord fails to comply with subsection (1) or (2), the tenant (a) is still bound by the bylaws and rules, but (b) may, within 90 days of learning of the landlord's failure to comply, end the tenancy agreement without penalty by giving notice to the landlord. (4) If a tenant ends a tenancy agreement under subsection (3), the landlord must pay the tenant's reasonable moving expenses to a maximum of one month's rent.

10. No owner, tenant, occupant, or visitor shall engage in any item detailed in the above No Smoking bylaws anywhere within the following boundaries of the Strata Plan. For greater certainty, without limiting the foregoing, the included boundaries of the Strata Plan are:
 - a. Strata Lots,
 - b. Limited Common Property,
 - c. Common Property,
 - d. Outdoor Balconies and Patios, and
 - e. Enclosed common areas, exclusive use common areas and all exterior grounds.

No Cannabis Production

11. An owner, tenant, occupant, or visitor must not grow, produce, refine or package or permit the growing, producing, refining or packaging of cannabis, marijuana or a controlled substance in a strata lot they occupy.

Animals and Pets

12. An owner, tenant, occupant, or visitor must ensure that all animals that they own or that are under their care are leashed or otherwise under control when on the common property or on land that is a common asset.
13. An owner, tenant, occupant, or visitor must make reasonable efforts to ensure that all animals that they own or that are under their care do not urinate or defecate on the common property or limited common property and must remove any waste created by an animal that they own or that is under their care from the common property or limited common property immediately.
14. An owner is responsible to pay or reimburse the strata corporation for any expense incurred as a result of animals that they own or that are under their care. This includes but is not limited to the cost of repairing damage to common property, the cost of cleaning common property, and the cost of planting or maintaining landscaping on common property.

Parking

15. An owner, tenant, occupant, or visitor must not park or permit a vehicle that they own or are responsible for to enter onto or pass over common property unless that vehicle is properly registered, insured and road worthy.
16. An owner, tenant, or occupant must not park or permit a vehicle that they own or are responsible for to be parked in a designated visitor parking location unless they have obtained prior approval from Strata Council.
17. An owner, tenant, or occupant must provide Strata Corporation with the license plate number of all vehicles that they own or are responsible for within fourteen (14) days of the strata corporation requesting this information.

18. A visitor must not park or permit a vehicle that they own or are responsible for to be parked on the common property or limited common property other than at a designated visitor parking location.
19. A visitor must not park or permit a vehicle that they own or are responsible for to be parked in the area of the common property designated as Visitor Parking for longer than 48 hours¹⁰ unless they have obtained prior approval from Strata Council.
20. An owner, tenant, occupant, or visitor must not rent or lease any parking space designated for the use of their strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the complex.
21. The owner of a vehicle that is parked on the common property not in accordance with these bylaws will be deemed to have authorized and empowered the strata corporation to be the owner's agent for the purpose of towing the vehicle to a place of storage and stowing the vehicle.

Propane Tanks and Pressurized Flammable Substances

22. An owner, tenant, occupant, or visitor must not store or permit the storage of propane tanks or other pressurized flammable substances except as per manufactures specifications.

¹⁰ Parking for a period longer than the times detailed in these bylaws may only be permitted by special permission or special privilege provided by the strata corporation as permitted by section 78 of the Act.

Outdoor Heating or Cooking Equipment

23. An owner, tenant, occupant, or visitor must not use or permit the use of a barbeque, cooking device, outdoor heater or similar device that they own or are responsible for in any strata lot, limited common property or on the common property except for devices fuelled by propane or electricity and only in portions of a strata lot, limited common property or common property designated for the use of barbeques, cooking devices, outdoor heaters or similar devices.

Section 2 – Repair and Maintenance of Strata Lots and Limited Common Property

Repair and Maintenance of Strata Lots and Limited Common Property by Owner

24. An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws¹¹.
25. An owner who has the use of limited common property must repair and maintain it¹², except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
26. An owner is responsible for the cleanliness and preventative maintenance of limited common property that the owner has a right to use, including parking spaces.

Repair and Maintenance of Strata Lots and Limited Common Property by Strata Corporation

27. The strata corporation must repair and maintain the following portions of strata lots:
- a. The structure of the building¹³,
 - b. The exterior of the building,
 - c. Pipes, wires, ducts and other facilities for the passage or provision of water, sewage, gas, electricity, heating and cooling systems or other similar services if they are capable of being, and intended to be used, in connection with the enjoyment of another strata lot or the common property¹⁴, and

¹¹ SPA, s.72 Repair of Property – The Strata Corporation may have a bylaw that makes the Strata Corporation responsible for the repair and maintenance of specified portions of a strata lot. This makes the cost of the repair and maintenance of an owner's property a common expense and therefore should only be done when there is a common interest in ensuring that property is repaired and maintained.

¹² SPA, s.72 Repair of Property – The presumption is that the Strata Corporation must repair and maintain the common property (including limited common property) but the Strata Corporation may by bylaw make an owner responsible for limited common property that owner has a right to use.

¹³ This includes portions of structural walls, ceilings and floors that divide one strata lot from another strata lot.

¹⁴ SPA s. 1(1) - Definitions and interpretation and s. 72: Repair of Property- Note that these services are common property and the strata corporation must repair and maintain them.

- d. Doors and windows on the exterior of the building or that front on the common property¹⁵.
28. The strata corporation must perform repair and maintenance to limited common property that in the ordinary course of events occurs less often than once a year¹⁶.

Alterations, Modifications, and Improvements to a Strata Lot

29. An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- a. The structure of the building¹⁷,
 - b. The walls of a strata lot,
 - c. Common property located within the boundaries of a strata lot - including pipes, wires, ducts and other facilities for the passage or provision of water, sewage, gas, electricity, heating and cooling systems or other similar services if they are capable of being, and intended to be used, in connection with the enjoyment of another strata lot or the common property¹⁸,
 - d. The exterior of the building,
 - e. Patios, balconies or other things attached to the exterior of the building,
 - f. Doors or windows on the exterior of the building, or that front on the common property¹⁹, and
 - g. Items (including floor and wall coverings and electrical and plumbing fixtures) attached to the building by the owner developer as part of the original construction of the strata lot²⁰.
30. An owner must apply in writing to the strata corporation describing any alterations, modifications or improvements to a strata lot and shall include with that application:
- a. Plans and specifications for the proposed alterations, modifications, or improvements,
 - b. Estimated beginning date for the alteration,
 - c. Estimated completion date for the alteration,
 - d. Name and contact detail for all companies or contractors expected to be involved in the alteration, and

¹⁵ This is for certainty because according to the SPA, the line between common property and a strata lot is the midpoint of the structural portion of a wall so a window or door could be both common property and part of a strata lot.

¹⁶ Snow clearing occurs more often than once per year and an owner is responsible to clear snow on limited common property they are responsible for.

¹⁷ This is because the Strata Corporation is responsible for the repair and maintenance of the structure of the building.

¹⁸ This is because they are common property and the Strata Corporation is responsible for their repair and maintenance.

¹⁹ This is because the Strata Corporation is responsible for the repair and maintenance of them.

²⁰ This is because the Strata Corporation must insure these items and the alteration of some items may affect the insurance on other items.

- e. Information from the local government authority stating whether a building permit, development permit or other formal approval process is required.
31. The Strata Corporation must not unreasonably withhold its approval for alterations, modifications, or improvements to a strata lot²¹, but may require as a condition of its approval that the owner:
- a. Agree, in writing, to save harmless and indemnify the strata corporation from any and all liabilities, damages, interests, costs (including legal fees and disbursements), expenses and compensation of whatsoever kind arising or resulting from the alteration, modification or improvement to a strata lot²²,
 - b. Pay all costs associated with preparing and administering this agreement,
 - c. Provide the strata corporation with two (2) days' notice before work is performed or material is delivered,
 - d. Ensure no construction debris, materials or packaging of any kind related to the alteration, modification or improvement is deposited into the strata corporation's waste disposal containers or left within the common property,
 - e. Ensure all common property areas are protected with sufficient paddings, coverings, drop cloths or other required protective items to ensure no damage occurs to common property, and
 - f. Restrict the times the alteration, modification or improvement is performed to:
 - i. 8:00am to 7:00pm Monday through Friday, or
 - ii. 10:00am to 7:00pm Saturday, Sunday or statutory holidays.
32. If an owner alters, modifies or improves a strata lot contrary to these bylaws the strata council must take all reasonable steps to ensure compliance with these bylaws including doing work on or to a strata lot, the common property or common assets²³.

²¹ Withholding approval requires the Strata Corporation to explain why approval is withheld, otherwise it is unreasonable.

²² This agreement is a contract between the Strata Corporation and the owner and is subject to all the laws relating to contracts.

²³ SPA s.133 Strata Corporation May Remedy a Contravention – (1) The strata corporation may do what is reasonably necessary to remedy a contravention of its bylaws or rules, including (a) doing work on or to a strata lot, the common property or common assets, and, (b) removing objects from the common property or common assets. (2) The strata corporation may require that the reasonable costs of remedying the contravention be paid by the person who may be fined for the contravention under section 130.

Section 3 – Access to Strata Lot and Limited Common Property

Permit Entry to Strata Lot

33. The strata corporation has a right to access a strata lot for the following purposes:
- a. To inspect, repair, maintain or access common property or limited common property,
 - b. To inspect, repair, maintain or access common assets,
 - c. To inspect, repair, maintain or access any portion of a strata lot that is the responsibility of the strata corporation to repair and maintain under these bylaws,
 - d. To inspect fire alarms, smoke alarms, water escape notification devices and other devices and instruments related to health and safety,
 - e. To inspect, repair, maintain or access anything insured by the strata corporation, and
 - f. To investigate whether there is a current contravention of a bylaw or a rule.
34. An owner, tenant, occupant, or visitor must allow a person authorized by the strata corporation to enter the strata lot without notice if there is an emergency or if immediate entry to the strata lot is required to ensure safety or prevent significant loss or damage to property.
35. If a strata corporation requires access to a strata lot when there is not an emergency and immediate entry is not required, the strata corporation must provide 48 hours' written notice to the owner, tenant, occupant, or visitor of a strata lot stating:
- a. the reason for entry to a strata lot; and
 - b. the date and approximate time of entry to a strata lot.
36. An owner, tenant, occupant, or visitor that has received written notice that the strata corporation requires access to their strata lot must permit a person authorized by the strata corporation to enter the strata lot on the date specified in that written notice²⁴.
37. An owner, tenant, occupant, or visitor that has received written notice that the strata corporation requires access to their strata lot must provide unobstructed access to the strata lot and those portions of the strata lot being inspected, repaired or maintained by the strata corporation for the duration the strata lot or portion of the strata lot is being inspected, repaired or maintained by the strata corporation.

²⁴ Failure to provide access would be a violation of the bylaws.

Part B – Common Property²⁵ and Common Assets²⁶

Section 1 – Use of Common Property and Common Assets²⁷

General Prohibitions on the Use of Common Property or Common Assets

38. An owner, tenant, occupant, or visitor must not use the common property or a common asset unless it:
- a. Is permitted by bylaw,
 - b. Is consistent with a permission or special privilege given to that person by the Strata Corporation²⁸, or
 - c. Is consistent with a use as shown expressly or by necessary implication on or by the strata plan.
39. An owner, tenant, occupant, or visitor must not use the common property or a common asset in a manner that:
- a. Causes a nuisance or hazard to another person,
 - b. Causes unreasonable noise,
 - c. Is contrary to the regulation of noise, by bylaw, of the local government authority,
 - d. Unreasonably interferes with the rights of other persons to use and enjoy the common property, limited common property, common assets, or another strata lot,
 - e. Is illegal,
 - f. Interferes with another person's lawful right to use the common property or a common asset²⁹, or
 - g. Causes damage, other than reasonable wear and tear, to the common property, common assets.

²⁵ SPA s.1(1) - Definitions and Interpretation - Common property is the land and buildings shown on a strata plan that is not part of a strata lot and the facilities for the passage of services located in a floor, wall or ceiling that forms a boundary between a strata lot or that are located wholly within a strata lot but are capable of being and intended to be used in connection with the enjoyment of more than one strata lot or the common property.

²⁶ SPA s.1(1) - Definitions and Interpretation – Common assets are personal property held by or on behalf of a Strata Corporation and land held by or on behalf of the Strata Corporation (including strata lots). The most common examples of common assets are tools and equipment and debts owed to the Strata Corporation.

²⁷ Because common property and common assets are owned by all owners, the presumption is that they cannot be used except as permitted by bylaw. This is the opposite of the use of a strata lot or limited common property.

²⁸ SPA s.76: Short Term Exclusive Use – The Strata Corporation can give an owner or tenant special permissions or privileges regarding common property. For example, the use of an assigned parking space in a common property parking lot.

²⁹ Because all owners own the common property as tenants in common they all have rights regarding the property. This means an owner cannot deny another owner the use of the common property. For example, unless specifically permitted an owner cannot store their personal property on the common property because it prevents another owner from accessing that portion of the common property.

Disposal of Property and Waste

40. An owner, tenant, occupant, or visitor must not dispose of personal property, waste, garbage and other debris on the common property except in an area designated for that purpose and in accordance with the rules of the strata corporation.
41. An owner, tenant, occupant, or visitor must not dispose of or permit the disposal of any construction debris, mattresses, furniture, appliances, tools, machinery, or dangerous items on the common property.

Obtain Approval Before Altering Common Property³⁰

42. An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
43. The Strata Corporation has sole discretion³¹ to withhold its approval for alterations, modifications, or improvements to common property, limited common property or common assets, and may require as a condition of its approval that the owner:
 - a. Agree, in writing, to save harmless and indemnify the strata corporation from any and all liabilities, damages, interests, costs (including legal fees and disbursements), expenses and compensation of whatsoever kind arising or resulting from the alteration, modification or improvement to a strata lot³².
 - b. Pay all costs associated with preparing and administering this agreement, and
 - c. Agree to remove the alteration and restore any common property affected by the alteration, if required by the strata corporation, prior to moving out of the strata lot.

³⁰ At all times, the strata corporation is subject to section 71 of the Act which requires $\frac{3}{4}$ vote approval for any change that creates a significant change to the use or appearance of the common property.

³¹ Sole discretion means the Strata Corporation does not need to explain why approval is withheld and the presumption is that approval should be withheld unless it is a benefit to the Strata Corporation.

³² This agreement is a contract between the Strata Corporation and the owner and is subject to all the laws relating to contracts.

Section 2 – Repair and Maintenance of Common Property and Common Assets³³

Strata Corporation Responsibility for Common Property

44. Unless there is a resolution passed by a $\frac{3}{4}$ vote at a general meeting to not repair or replace damaged property³⁴, the Strata Corporation must repair and maintain the following:
- a. Common assets of the strata corporation,
 - b. Common property that has not been designated as limited common property,
 - c. The structure of the building,
 - d. The exterior of the building,
 - e. Doors and windows on the exterior of the building or that front on the common property,
 - f. Property insured by the Strata Corporation, and
 - g. Fences, railings, and similar structures located on common property.

Damage to Common Property, Common Assets or Parts of a Strata Lot

45. An owner, tenant, occupant, or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited common property, common assets, or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
46. An owner that is responsible for damage to common property, limited common property, common assets, or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act, must pay to the strata corporation the cost incurred by the strata corporation (including the payment of a deductible) to repair that damage³⁵. For certainty, an owner is responsible for damage caused by a person that is their tenant, guest, invitee or licensee of themselves or of the owner's tenant.

³³ SPA s.72: Repair of Property – The strata corporation must repair and maintain common property and common assets. The only exception is a bylaw can make an owner responsible for the repair and maintenance of limited common property which an owner has a right to use. An agreement between the Strata Corporation and an owner regarding the repair and maintenance of common property (for example as part of the permission to alter common property) is a contract and can only be enforced by the law of contract and not through a bylaw.

³⁴ SPA s.159: Decision Not to Repair or Replace – A Strata Corporation can decide not to repair or replace damaged property that is insured by the Strata Corporation upon the passing of a $\frac{3}{4}$ vote at a general meeting. SPA s. 82: Acquisition and disposal of personal property by strata corporation - (1) The strata corporation may acquire personal property for the use of the strata corporation. (2) The strata corporation may sell, lease, mortgage or otherwise dispose of personal property. (3) The strata corporation must obtain prior approval by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting of an acquisition or disposal of personal property if the personal property has a market value of more than (a) an amount set out in the bylaws, or (b) \$1 000, if the bylaws are silent as to the amount. (4) This section does not apply to the acquisition or disposal of an investment instrument referred to in section 95 (2).

³⁵ SPA s.158: Insurance Deductible – This does not apply to damage to another strata lot by an owner. That is an issue between the two owners and not within the scope of the responsibilities of the Strata Corporation.

Acquisition of Personal Property³⁶

47. The Strata Corporation must not agree³⁷ to acquire personal property unless:
- a. It has a market value of \$4,000 or less and the total expenditure to acquire personal property in the same fiscal year is less than \$5,001,
 - b. Is an expense from the operating fund authorized in the budget, or
 - c. It is first approved by a resolution passed by a $\frac{3}{4}$ vote at a general meeting.

Disposition of Personal Property

48. The Strata Corporation must not dispose of personal property unless:
- a. It has a market value of \$1,000 or less and the total value of personal property disposed of in the same fiscal year is less than \$5,001, or
 - b. It is first approved by a resolution passed by a $\frac{3}{4}$ vote at a general meeting.

Part C – Administration of the Strata Corporation³⁸

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

Payments to the Strata Corporation

49. An owner must pay strata fees on or before the first day of the month to which the strata fees relate³⁹.
50. Within fourteen (14) days of the strata corporation informing an owner of the strata fees determined by an approved budget, an owner must provide post-dated cheques, a Pre Authorized Withdrawal Form for the fiscal year if these methods are to be used.

³⁶ SPA s.82: Acquisition and Disposal of Personal Property by Strata Corporation

³⁷ The requirement to agree to acquire means that this bylaw does not apply to unpaid strata fees or special levies (which are a debt) but it does apply to loans or other delays in the receipt of money owed to the Strata Corporation.

³⁸ SPA s.119: Nature of Bylaws – Bylaws may provide for the administration of the strata corporation. There is no definition the term “administration” but it should not be considered to expand the legal powers given to the Strata Corporation by the SPA.

³⁹ Dishonored Pre-Authorized Withdrawal is considered nonpayment, therefore a breach of these bylaws and may be subject to fines.

51. An owner must pay to the strata corporation the maximum amount of interest⁴⁰ specified in the regulations for the late payment of strata fees if demanded by the strata corporation.
52. An owner must pay a special levy as approved by the strata corporation.
53. An owner must pay to the strata corporation the maximum amount of interest specified in the regulations for the late payment of a special levy if demanded by the strata corporation.
54. An owner must pay a fine within fourteen (14) days of when it is imposed.
55. An owner must pay the reasonable costs of remedying a contravention of a bylaw that they are responsible for, within fourteen (14) days of when a demand for payment is provided by the strata corporation.
56. If an owner has a debt owing to the strata corporation, any payment to the strata corporation will be applied to outstanding debts on a first in, first out basis unless the owner provides a written statement regarding which debt the payment is to be applied.
57. An owner, or their authorized agent, must pay, up to the maximum amount permitted by the Act, for copies of documents or records that are requested by an owner⁴¹.
58. An owner, or their authorized agent, must pay, up to the maximum amount permitted by the Act, an amount for a Certificate of Payment (Form F).
59. An owner, or their authorized agent, must pay, up to the maximum amount permitted by the Act, an amount for an Information Certificate (Form B).

Inform Strata Corporation

60. Within fourteen (14) days of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any⁴².
61. Within fourteen (14) days of occupying a strata lot as a tenant, a person must inform the strata corporation of that person's name, the strata lot number of the strata lot they are occupying and the person's mailing address outside the strata plan, if any.

⁴⁰ See *Strata Property Act* Regulations s. 6.8 for current amounts.

⁴¹ As of the date these bylaws were registered, the maximums permitted are \$.25 per page for copies; \$15 for a Form F and \$35 for a Form B. Note that, under the Act, the strata corporation must provide a Form F or Form B which has been requested within seven (7) days of the request.

⁴² The strata corporation is required, under section 35 of the Act, to keep this information as part of the strata corporation's records.

62. Within fourteen (14) days of becoming an owner's representative with respect to the strata lot, an owner's representative must inform the strata corporation of the strata lot that the representative's name, the strata lot number they are representing and the representative's mailing address.
63. On request by the strata corporation, a tenant must inform the strata corporation of their name.
64. An owner or tenant must notify the strata council in writing of forwarding addresses, points of contact or local contacts prior to their strata lot being uninhabited for longer than fourteen (14) days.
65. An owner, tenant or occupant that has any reasonable expectation that damage has or may occur to common property, limited common property that strata corporation is responsible to repair and maintain or those portions of the strata lot insured by the strata corporation must notify the strata council or the strata corporations' agent as soon as reasonably possible.

Section 2 — Bylaws⁴³, Rules⁴⁴ and Enforcement

Adoption and Amendment of Bylaws

66. A bylaw is not enforceable to the extent that it:
- a. Contravenes the *Strata Property Act*, the regulations, the *Human Rights Code* or any other enactment or law, or
 - b. Prohibits or restricts the right of an owner of a strata lot to freely sell, lease, mortgage or otherwise dispose of the strata lot or an interest in the strata lot except regarding prohibitions on:
 - i. Rentals,
 - ii. Activities relating to the sale of a strata lot, or
 - iii. Restricting the age of persons who may reside in a strata lot.

Adoption and Amendment of Rules

67. A rule is enforceable if it:
- a. Would be enforceable if it were a bylaw,
 - b. Does not conflict with a bylaw,
 - c. Governs the use, safety, and condition of the common property, limited common property or common assets,

⁴³ SPA s. 128 - Bylaws are the laws of the strata corporation and may be changed, repealed, replaced, added to or otherwise amended only by resolution passed by a $\frac{3}{4}$ vote at a general meeting.

⁴⁴ SPA s. 125 - Rules may only govern the use, safety and condition of common property and common assets.

- d. Is set out in a written document that is capable of being photocopied, and
 - e. Is communicated to owners and tenants as soon as feasible after it is approved by resolution of the strata council.
68. A rule ceases to be enforceable if it is not ratified by a resolution passed by a majority vote at the first annual general meeting or special general meeting held after it is approved by resolution of the strata council.
69. The strata council must not enact a rule, that is substantively the same as a rule that was not ratified by a majority vote at a general meeting, in the 12 months following that general meeting.

Investigation of a Violation of a Bylaw or a Rule

70. An owner, tenant, or occupier is responsible for the conduct of themselves, and any invitees, visitors, or guests authorized by that owner, tenant, or occupier to enter onto the common property, limited common property or a strata lot.
71. Any owner, tenant or occupier may provide written notice to the strata council that they have reason to believe that an owner, tenant, occupant, invitee, visitor, or guest has violated a bylaw or a rule, of which must include the following:
- a. Particulars of the alleged contravention of a bylaw or rule,
 - b. A description of the person that allegedly contravened a bylaw or rule,
 - c. The strata lot or unit number associated to the person that allegedly contravened a bylaw or rule,
 - d. The relevant bylaw or rule, and
 - e. The name, strata lot or unit number and contact information of the person issuing the notice.
72. Strata Council, upon receipt of notice that an owner, tenant, occupant, invitee, visitor, or guest may have violated a bylaw, or a rule must provide the relevant owner or tenant the particulars of the complaint in writing and a reasonable opportunity to answer the complaint. If the complaint is regarding a tenant, the particulars of the complaint must be provided to the person's landlord and the owner.
73. An owner or tenant that has been provided with the particulars of a complaint can request to be heard⁴⁵ in person at a council meeting.
74. Strata council, after reviewing the complaint and considering any answer to the complaint, must determine whether a bylaw or rule has been violated and must promptly give written notice to the owner or tenant of that determination.

⁴⁵ SPA s. 34.1 – Council must hold a meeting within twenty-eight (28) days of the request for a hearing. A hearing is considered a council meeting and must have a quorum of council. If the purpose of the hearing is to seek a decision, a written decision must be provided within seven (7) days following the hearing.

Enforcement of a Bylaw or a Rule⁴⁶

75. If strata council determines that a bylaw or rule has been violated, strata council must take all reasonable steps to enforce the bylaw or rule.
76. The strata council can enforce a bylaw or rule by any of the following methods:
- a. Imposing a fine on an owner or tenant,
 - b. Doing work on a strata lot, the common property, limited common property or common assets,
 - c. Removing objects from common property or common assets,
 - d. Applying to the Supreme Court for an order that:
 - i. An owner, tenant or other person perform a duty required under the *Strata Property Act*, the bylaws, or the rules,
 - ii. An owner, tenant, or other person stop contravening the *Strata Property Act*, the bylaws, or the rules, or
 - iii. An owner, tenant or other person take other actions required to enforce a bylaw or rule,
 - e. Applying to the Civil Resolution Tribunal to resolve a dispute over which the Civil Resolution Tribunal has jurisdiction,
 - f. Proceeding under the *Small Claims Act* to collect money owing as a fine, and
 - g. Registering a lien against an owner's strata lot if the bylaw or rule relates to the payment of:
 - i. Strata fees,
 - ii. A special levy,
 - iii. Reimbursement for the cost of doing work on a strata lot required by an order of a public or local authority, or
 - iv. The strata lot's share of a judgment against the strata corporation.

Imposition of a Fine

77. The strata corporation may fine an owner if a bylaw or rule is contravened by:
- a. The owner,
 - b. A person who is visiting the owner or was admitted to the premises by the owner, or
 - c. An occupant if the strata lot is not rented by the owner to a tenant.
78. The strata corporation may fine a tenant if a bylaw or rule is contravened by:
- a. The tenant,
 - b. A person who is visiting the tenant or was admitted to the premises by the tenant, or
 - c. An occupant if the strata lot is not sublet by the tenant to a subtenant.
79. 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

⁴⁶ SPA Division 3 – starting at s. 129

the tenant, that tenant's landlord and the owner, but may not collect an amount that, in total, is greater than the fine or costs.

80. The maximum fines are⁴⁷:

- a. \$200 for each contravention of a bylaw that does not prohibit or limit rental of a residential strata lot or the use of a strata lot for remuneration as vacation, travel, or temporary accommodation,
- b. \$1,000 for each contravention of a bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as vacation, travel, or temporary accommodation, and
- c. \$50 for each contravention of a rule.

81. A fine can be levied for a single continuous contravention of a bylaw or rule or a succession or repetition of separate contraventions of a bylaw or rule of the same character (except a bylaw that prohibits, or limits use of all or part of a residential strata lot for remuneration as vacation, travel, or temporary accommodation) every seven (7) days.

82. A fine can be levied for the contravention of a bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as vacation, travel or temporary accommodation every one (1) day.

Doing Work on a Strata Lot, the Common Property or Common Assets

83. If the strata corporation enforces a bylaw or rule by doing work on a strata lot, the common property, limited common property or common assets, the strata corporation may require that the reasonable costs of remedying the contravention, including actual legal costs incurred, be paid by the person who may be fined for the contravention.

Application to the Supreme Court

84. If the strata corporation enforces a bylaw or rule by making an application to the Supreme Court⁴⁸, the strata corporation may require that the reasonable costs of remedying the contravention, including actual legal costs incurred, be paid by the person who may be fined for the contravention.

Apply to the Civil Resolution Tribunal

85. If the strata corporation enforces a bylaw or rule by making an application to the Civil Resolution Tribunal, the strata corporation may require that the reasonable costs of remedying the contravention, including actual legal costs incurred, be paid by the person who may be fined for the contravention.

⁴⁷ Maximum fines are provided for in *Strata Property Regulations* s. 7.1.

⁴⁸ SPA s. 171 – before the strata corporation sues as a representative of all owners it must first be authorized by a resolution passed by a $\frac{3}{4}$ vote at a general meeting.

Proceeding Under the Small Claims Act

86. The strata corporation can proceed under the *Small Claims Act* against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring a resolution authorizing that proceeding.
87. If the strata corporation enforces a bylaw or rule through a proceeding under the *Small Claims Act*, the strata corporation may require that the reasonable costs of remedying the contravention, including actual legal costs incurred, be paid by the person who may be fined for the contravention.

Voluntary Dispute Resolution

88. 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.
89. 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.
90. The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Section 3 — Owners' Direct Involvement in Governance

Elect Council

91. At each annual general meeting, the eligible voters who are present in person or by proxy at the meeting elect the council by majority vote.

Direct Council

92. The strata corporation may direct or restrict the council in its exercise of powers and performance of duties by resolution passed by majority vote at a general meeting, however direction or restriction may not include any item contrary to the Act, regulations or bylaws, and may not interfere with council's discretion to determine:
 - a. Whether a person has contravened a bylaw or rule,
 - b. Whether a person should be fined, and the amount of the fine,
 - c. Whether a person should be denied access to a recreational facility,

- d. Whether a person should be required under section 133(2) of the Act to pay the reasonable costs of remedying a contravention of the bylaws or rules, or
- e. Whether an owner should be exempted under section 144 of the Act from a bylaw that prohibits or limits rentals.

Participate in General Meetings

93. Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
94. Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
95. Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Participation at Council Meetings

96. An owner may only participate in a council meeting with the permission of the chair of the meeting.

Section 4 — Strata Council Election and Involvement in Governance

Election of Council⁴⁹

97. At least 3 and not more than 7 persons must be elected to strata council during the annual general meeting.
98. The only persons who may be council members are the following:
 - a. Owners,
 - b. The spouse or common-law partner⁵⁰ of an owner,
 - c. The son or daughter of an owner or the son or daughter of a spouse or common-law partner of an owner if the son or daughter is at least nineteen (19) years of age and ordinarily is a resident in the owners strata lot,
 - d. Individuals representing corporate owners,
 - e. Tenants who, under section 147 or 148 of the *Strata Property Act*, have been assigned a landlord's right to stand for council.

⁴⁹ SPA, s. 25 – At each annual general meeting the eligible voters who are present in person or by proxy at the meeting must elect a council.

⁵⁰ Family Law Act 3 (1) A person is a spouse for the purposes of this Act if the person (a) is married to another person, or (b) has lived with another person in a marriage-like relationship, and (i) has done so for a continuous period of at least 2 years, or has a child with the other person.

99. No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation has registered a lien against that strata lot under section 116 (1)⁵¹ of the *Strata Property Act*.
100. If a strata lot is owned by more than one person, only one owner of the strata lot may be a council member at any one time with respect to that lot.
101. If a strata lot is owned by a corporation, only one representative of the corporation may be a council member at any one time with respect to that lot.
102. All persons elected to council must be elected individually or by a majority of the votes cast.

Council Members' Terms

103. The term of office of a council member ends at the end of the annual general meeting at which a new council is elected.
104. A person whose term as council member is ending is eligible for re-election.

Removing Council Member

105. 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.
106. If a council member is removed by a resolution, the strata corporation must hold an election at the same annual or special general meeting to replace the council member.

Replacing Council Member

107. If a council member resigns or is unwilling or unable to act for a period of sixty (60) days or more, the remaining members of the council may appoint a replacement council member for the remainder of the term.
108. A replacement council member may be appointed from any person eligible to sit on the council.
109. The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
110. If all the members of the council resign or are unwilling or unable to act for a period of sixty (60) days or more, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

⁵¹ SPA, s. 116(1) – provides that a lien may be registers in the Land Titles office if an owner fails to pay the strata corporation any of the following: (a) strata fees, (b) special levy, (c) a reimbursement of the cost of work referred to in section 85, (d) the strata lot's share of a judgment against the strata corporation.

Responsibilities of Council

111. Subject to the Strata Property Act, the regulations and the bylaws, the council must exercise the powers and perform the duties of the strata corporation⁵².

112. The powers and duties of council include, but are not limited to:

- a. Creating rules governing the use, safety, and condition of the common property, limited common property and common assets,
- b. Authorizing expenditures of the strata corporation's resources,
- c. Spending the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage,
- d. Enforcing the bylaws and rules of the strata corporation, and
- e. Maintaining the records of the strata corporation.

Limitation of Liability of Council Member

113. A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council. However, this does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Delegation of Council Powers

114. The council, by a vote in support by a majority of council members present at a meeting, may delegate some or all its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

115. 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, the amount of the fine, or whether another sanction should be applied,
- c. Whether a person should be required under *Strata Property Act* section 133 (2) to pay the reasonable costs of remedying a contravention of the bylaws or rules, or
- d. Whether an owner should be exempted under *Strata Property Act* section 144 from a bylaw that prohibits or limits rentals.

Delegation of Spending Powers or Duties

116. A council member may spend the strata corporation's money as permitted by the *Strata Property Act*.

⁵² SPA, s. 31 – In exercising the powers and performing the duties of the strata corporation, each council member must (a) act honestly and in good faith with a view to the best interests of the strata corporation, and (b) exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances.

117. A person who is not a council member may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
118. The council may, by resolution, approve expenditures from the contingency reserve fund for the payment of an insurance deductible.
119. The council may, by resolution, delegate its spending powers or duties for an expenditure of a specific amount for a specific purpose.
120. The council may, by resolution, delegate a general authority to make expenditures if that resolution states a maximum amount that may be spent, and the purposes for which, or the conditions under which, the money may be spent.

Unapproved Expenditures

121. If a proposed expenditure has not been approved in the budget or at a general meeting, the expenditure may only be made out of the operating fund or 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, and the expenditure is the minimum amount needed to ensure safety or prevent significant loss or damage.
122. The council may, by resolution, approve expenditures from the operating fund for non-budgeted expenses. The total expenditures in this manner, each fiscal year, must not exceed the current operating budget by more than 5% or \$5,000, whichever is less.

Section 5 - Council meetings

Quorum of Council

123. A quorum of the council is the greater of two (2) members or at least 50% of the total members of council.
124. No council member may be present at a council meeting by proxy.
125. A council member who has a direct or indirect interest in a contract or transaction with the strata corporation or a matter that is subject of consideration by the council must leave the council meeting while the contract, transaction or matter is discussed and while the council votes on the contract, transaction, or matter.
126. A council member who leaves the council meeting because they have a direct or indirect interest in a contract or transaction with the strata corporation or a matter that is subject of consideration by the council may be counted in the quorum at the meeting despite the member leaving the meeting and not participating in the vote.

Officers

127. At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
128. At the first meeting of the council held after each annual general meeting of the strata corporation, the council must designate someone to be accountable on the strata corporation's behalf for the strata corporation's compliance with the Personal Information Protection Act, otherwise referred to as the Privacy Officer. This person does not need to be someone qualified to stand for council. On request of any person, the strata corporation must provide the address, telephone number and email address of the Privacy Officer.
129. No person may simultaneously hold the office of president and vice president.
130. 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.
131. If an officer other than the president is unwilling or unable to act for a period of sixty (6) days or more, the council members may appoint a replacement officer from the council members for the remainder of the term.

Calling Council Meetings

132. Council shall not go more than sixty (60) consecutive days without a meeting unless notice is provided to the owners with the date of the next council meeting.
133. Any council member may call a council meeting by giving the other council members at least seven (7) day's notice of the meeting, notice must include the reason for calling the meeting but is not required to be in writing.
134. A council meeting may be held on less than seven (7) day's notice if all members consent in advance of the meeting.
135. A council meeting may be held on less than seven (7) day's notice if the meeting is required to deal with an emergency, and all council members are unavailable to provide consent after reasonable attempts have been made to contact them⁵⁵.
136. An owner or tenant may apply in writing for a hearing before council. The application must state the reason for the request for a hearing. Council must provide an opportunity for an owner or tenant to be heard before council within thirty (30) days of receiving a written request and that hearing may occur during a council meeting that has additional agenda items.

Electronic Meetings Permitted

137. At the option of the council, council meetings may be held by electronic means, so long as all attending council members and other participants can communicate with each other⁵³.
138. If a council meeting is held by electronic means, attending council members are deemed to be present in person.

Notice of Council Meeting

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

Deliberative Secrecy at Council Meetings

140. No observers may attend those portions of council meetings that deal with any of the following:
- a. Bylaw contravention hearings under *Strata Property Act*, section 135,
 - b. Rental restriction bylaw exemption hearings under *Strata Property Act*, section 144,
 - c. Human resource matters involving the strata corporation as an employer,
 - d. Any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy,
 - e. Any other matter if the presence of observers would, in the council's opinion, constitute of a waiver of solicitor-client privilege, and
 - f. Any other matters during which the council is making an adjudicative decision.

Voting at Council Meetings

141. At council meetings, decisions must be made by a vote in favour of a resolution by more than half the votes cast of council members present, and who have not abstained from voting, in person at the meeting.
142. If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote. If the president is unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.

Minutes

143. Written minutes must be made of all council meetings, and include:
- a. The wording of all resolutions, and
 - b. The results of all votes.

⁵³ A council meeting to deal with an emergency situation still requires a quorum of council.

144. The council must inform owners of the minutes of all council meetings within fourteen (14) days of the meeting, whether or not the minutes have been approved.

Section 6 – General Meetings⁵⁴

General

145. The primary function of an annual general meeting is to:
- a. Decide certain routine matters on an ongoing basis, such as budgets and insurance coverage,
 - b. Decide certain special measures or steps,
 - c. Permit the consideration of proposals from owners, and
 - d. Enable collective decision-making.
146. The strata corporation will hold an annual general meeting no later than sixty (60) days after the strata corporation's fiscal year end, unless all persons that have a right to cast a vote with respect to a strata lot waive, in writing, the holding of the meeting and consent in writing to resolutions that:
- a. Approve the budget for the coming fiscal year,
 - b. Elect a council, and
 - c. Deal with any other business.

Participation by Electronic Means Permitted⁵⁵

147. At the option of the council, a person who is entitled to participate in, including vote at, a general meeting may do so by telephone or other electronic means if all of the persons participating in the general meeting, whether by telephone, by other electronic means or in person, are able to communicate with each other and, if applicable, vote at the meeting. For greater certainty, strata council is not obligated to permit a person to participate in a general meeting by telephone or other electronic means.
148. A person who participates in or attends or votes at a general meeting by telephone or other electronic means is deemed to be present in person at the meeting.
149. Proxies held by a person who participates in, or attends, or votes at a general meeting by telephone or other electronic means must have proxies certified⁵⁶ prior to the call to order of the meeting.

⁵⁴ SPA Part 4, Division 4, starting at s. 40.

⁵⁵ The "location" of a general meeting held only by electronic means is the electronic address or phone number provided with the meeting notice.

⁵⁶ A proxy may only be certified if it is in writing and signed by the person appointing the proxy.

150. The chair of the meeting shall determine the conduct of the meeting including the conduct of certifying proxies of those who participate in, or attend, or vote at a general meeting by telephone or other electronic means.
151. If a general meeting is to be held solely by telephone or other electronic means, notice of the meeting must provide instructions for attending at or participating in the meeting including instructions for how to vote at the meeting.

Agenda for an Annual General Meeting

152. The agenda (order of business) for an Annual General Meeting is as follows:
- a. Register eligible voters, certify proxies, and issue voting cards,
 - b. Call the meeting to order,
 - c. Elect a person to chair the meeting, if necessary,
 - d. Determine that there is a quorum,
 - e. Present proof of notice of meeting,
 - f. Approve the order of the agenda,
 - g. Approve the minutes of the most recent general meeting or waiver of notice of meeting,
 - h. Deal with any unfinished business,
 - i. Receive reports of council activities and decisions since the previous annual general meeting,
 - j. Ratify any new rules made by the strata corporation since the previous annual general meeting,
 - k. Report on insurance coverage, including the certificate of insurance and the most recent appraisal,
 - l. Approve the budget for the coming fiscal year,
 - m. Deal with other matters,
 - n. Elect a council,
 - o. Terminate the meeting.
153. If a general meeting has been called as a result of a person holding at least 20% of the strata corporations' votes demanding the meeting be called to consider a resolution or other matter specified in the demand, the resolution or other matter shall be the first item on the agenda following the presentation of proof of notice of meeting⁵⁷.

Proxies

154. An owner can appoint a person as their proxy⁵⁸ if that person is not an employee of the strata corporation nor a person who provides strata management services to the strata corporation.
155. A proxy can do anything that owner could do, including vote, propose and second motions and participate in the discussion.

⁵⁷ SPA, s. 43(5) - At the special general meeting, the resolution or any other matter specified in the demand is the first item on the agenda and must be dealt with before consideration of any other matter about which notice has been given.

⁵⁸ SPA, s. 56(1) - a person who may vote under section 54 or 55 may vote in person or by proxy.

156. When a person provides proof of a document appointing them as a proxy, in accordance with the requirements of the *Strata Property Act*⁵⁹, they will be authorized to vote for the strata lot for which they are appointed the proxy. The document appointing the person as a proxy remains the property of the person and is not collected by the strata corporation.

Person to Chair Meeting

157. The president and vice president have the right of first refusal to chair the general meeting. If neither the president nor 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. A chair elected by the eligible voters present does not need to be an eligible voter.

Quorum

158. Quorum for a general meeting is 1/3 of the strata corporation's votes, present in person or by proxy.
159. If within fifteen (15) minutes from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to thirty (30) minutes from the appointed time at the same place and at that time the eligible voters present in person or by proxy constitute a quorum.
160. If a quorum is present at the opening of an annual general meeting, the eligible voters present may proceed with the business of the meeting even if a quorum is not present throughout the meeting.
161. A general meeting demanded pursuant to section 43 of the Act, for which there is no quorum within fifteen (15) minutes from the time appointed for the general meeting, shall be terminated.

Voting⁶⁰

162. At a general meeting, each strata lot has one vote and a maximum of one (1) voting card for each strata lot may be issued regardless of the number of owners, tenants, or mortgagees of that strata lot attending the meeting⁶¹.
163. If the strata corporation has registered a Certificate of Lien against a strata lot, that strata lot may not vote except on matters requiring an 80% or unanimous vote.

⁵⁹ SPA, s.56 states a proxy must be in writing and signed by the person appointing the proxy, and may be either general or for a specific meeting or a specific resolution, and may be revoked at any time.

⁶⁰ SPA, s.50 at a general meeting, matters are decided by majority vote unless a different voting threshold is required or permitted by the Act or the regulations. This includes the election of the Strata Council.

⁶¹ SPA, s.49(3)(a) a voting card is not required to be issued to an eligible voter attending an annual or special general meeting by electronic means.

164. At a general meeting, a vote is decided on a show of voting cards, or another method as determined by the chair unless an eligible voter requests a precise count.
165. If a precise count is requested, the chair must decide whether it will be by show of voting cards by roll call, written ballot, or some other method.
166. A resolution passed by a majority vote⁶² may require that a written ballot is required for a specific vote.
167. 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.
168. 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. If neither the president nor vice president chairs the meeting the chair may not cast a second, deciding vote.

Minutes

169. Written minutes must be made of all general meetings, and include:
 - a. The wording of all resolutions, and
 - b. The results of all votes.
170. The council must inform owners of any changes to their strata fees within fourteen (14) days following an annual general meeting at which a budget is passed⁶³.
171. The council must inform owners of the minutes of all annual general meetings within fourteen (14) days of the meeting, whether or not the minutes have been approved.

⁶² Under the Act, "majority" vote means "more than 50%"; therefore, 50% plus 1

⁶³ SPA s. 104 – Failure to approve budget: (1) If a budget is not approved at an annual general meeting, the strata corporation must within 30 days, or such longer period as approved by a resolution passed by a 3/4 vote at the meeting, prepare a new budget and place it before a special general meeting for approval by a resolution passed by a majority vote. (2) If a fiscal year to which a budget relates ends before a new budget is approved, the owners must, until the new budget is approved, continue to pay to the strata corporation the same monthly strata fees that they were required to pay under the previous budget. (3) Until a new budget is approved, the strata corporation may spend money out of the operating fund only in accordance with section 98 or (a) on the type of expenses that are set out in the previous budget and that usually occur once a year or more often than once a year, and (b) up to the maximum amount set out in the previous budget for each category of expense.

Section 7 — Insurance

Insurance⁶⁴

172. The Strata Corporation must enter into a policy of insurance for property as required or permitted under the Act⁶⁵ and may agree to any reasonable deductible amount.
173. The Strata Corporation must enter into a policy of insurance against liability for property damage and bodily injury for at least the amount required under the Act⁶⁶ and may agree to any reasonable deductible amount.
174. The following individuals can give notice to the insurer of any loss of or damage to insured property:
- a. The strata corporation,
 - b. Owners and tenants of a strata lot, and
 - c. Persons who normally occupy a strata lot.⁶⁷
175. The strata corporation can raise money by special levy or expend money from the contingency reserve fund to cover an insurance deductible without the requirement of owner approval.⁶⁸
176. The strata corporation may make an expenditure from the operating fund or contingency reserve fund without prior approval in the budget for obtaining and maintaining insurance required under the Act or a bylaw.⁶⁹

⁶⁴ Sections 149 and 150 of the Act set out the insurance coverage a strata corporation must obtain; and, sections 150 and 151 of the Act describe the insurance coverage a strata corporation may obtain. Briefly, section 149 is about property insurance and requires the strata corporation to obtain full replacement value property insurance over (a) common property, (b) common assets, (c) buildings shown on the strata plan, and (d) original fixtures in a strata lot (i.e., installed by the developer). This insurance must insure against ‘major perils’ which are defined in the Strata Property Regulation as fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civile commotion, impact by aircraft and vehicles, vandalism and malicious acts. Section 150 is liability insurance and requires a strata corporation to obtain insurance that covers the strata corporation against liability for property damage and bodily injury. The Strata Property Regulation states the minimum coverage is \$2 million. Sections 151 and 152 set out optional insurance a strata corporation may obtain. Section 151 describes errors and omissions insurance for council members, and section 152 describes other ‘perils’ (not mentioned in the list of ‘major perils’ at section 149) and other ‘non-original’ fixtures the strata corporation may opt to obtain insurance coverage for.

⁶⁵ S.149 of the Act specifies what must be insured and s.9.1 of the Regulation defines “fixtures” and “major perils”; S.152 of the Act permits the strata corporation to get insurance for perils or liabilities not specified in the Regulation.

⁶⁶ S.150 of the Act specifies what must be insured and s.9.2 of the Regulation dictates the minimum amount

⁶⁷ S.155 of the Act states that these individuals are all named insureds in a strata corporation’s insurance policy. Section 29(1) of the Insurance Act obligates an insured to immediately give notice in writing to the insurer on the happening of any loss of or damage to insured property.

⁶⁸ This is permitted under s.158(3) of the Act and is a significant departure from the usual constraints on raising or spending money.

⁶⁹ This is permitted under s.98(3.1) of the Act and is a significant departure from the usual constraints on spending money.

177. The strata corporation can sue an owner to recover the deductible portion of an insurance claim if the owner is responsible for the loss or damage that gave rise to the claim.⁷⁰

Section 8 — Marketing and Communications

Display of Signs, Billboards or Advertising

178. An owner, tenant, occupant, or visitor must not use a strata lot, common property, limited common property or common assets to erect, place, keep or display signs, billboards, advertisements or other notices or displays of any kind which may be visible from the common property, except for municipal, provincial or federal election authorized signs which must not exceed eight square feet and may only be placed within a strata lot.
179. An owner, tenant, occupant, or visitor must not display or permit to be displayed any signs advertising that a strata lot is for sale or rent except in a location designated by the strata corporation for that purpose. A sign advertising that a strata lot is for sale or rent must be not exceed twelve (12) inches by 24 inches in size and must be professional in appearance of which all signs must be removed within fourteen (14) days of the property listing being removed.
180. An owner shall not permit a strata lot they own to be open to the public (for example, as an “open house”) except between the hours of 10:00 a.m. and 6:00 p.m. on any day.
181. An owner shall permit temporary “open house” sandwich boards to be placed on common property or limited common property only at the location designated by the strata corporation for that purpose and only during the open house.

Communication with Employees or Contracted Service Suppliers

182. An owner, tenant, occupant, or visitor is not permitted to provide direction of any kind to an employee or contracted service supplier of the strata corporation without authorization from council⁷¹.

Communications and Actions Considered Harassing, Intimidating, Interfering or Bullying

183. In relation to the repair, maintenance or use of common property, an owner, tenant, occupant or visitor must not communicate or act in a manner that harasses, intimidates, interferes with or bullies another owner, tenant, occupant, visitor, employee or service supplier either directly or indirectly. This includes, but is not limited to, behaviour such as:
- a. Making written, verbal or physical threats,
 - b. Engaging in behaviour that is reasonably interpreted as threatening or abusive,

⁷⁰ S.158 of the Act provides this authority which is a meaningful departure from the usual law requiring an allegation of negligence to sue an individual.

⁷¹ SPA, s.38 - permits the corporation to enter contracts in respect to its powers and duties under the Act and bylaws.

- c. Commenting, either in writing or verbally on the appearance, disabilities, sexual orientation or other similar characteristics of another owner, tenant, occupant, visitor, employee or service supplier, and
- d. Acting in a manner that is reasonably interpreted as disparaging, belittling, or humiliating another owner, tenant, occupant, visitor, employee, or service supplier.