

# Strata Plan VIS 74 Juniper Place

## CONSOLIDATED BY LAWS



Justin J. Hanson

Stevenson Luchies Legh

Strata Plan VIS 74

## Bylaws Draft 1

Division 0 – Notice to Readers .....	3
Division 1 – Duties of Owners, Tenants, Occupants and Visitors .....	4
1. Payment of strata fees, special levies and other expenses .....	4
2. Repair and maintenance of property by owner .....	4
3. Use of property .....	5
4. Pet and Animal Restrictions .....	6
5. Inform Strata Corporation.....	7
6. Alterations to a strata lot or common property .....	7
7. Permit entry to strata lot .....	10
Division 2 – Powers and Duties of Strata Corporation.....	11
8.1 Repair and maintenance of property by strata corporation.....	11
8.2 Record Keeping .....	11
Division 3 – Council .....	12
9. Council size and Eligibility .....	12
10. Council members’ terms.....	13
11. Removing council member.....	13
12. Replacing council member .....	13
13. Officers .....	14
14. Calling council meetings .....	14
15. Requisition of council hearing.....	14
16. Quorum of council .....	14
17. Council meetings .....	15
18. Voting at council meetings .....	16
19. Council to inform owners of minutes .....	16
20.1 Council Duties .....	16
20.2 Delegation of council’s powers and duties .....	17
21.1 Spending restrictions .....	18
21.2 Restrictions on Contracting .....	18
21.3 Strata Corporation Finances .....	19
21.4 Strata Corporation Budget .....	20
22. Limitation on liability of council member or volunteer .....	20
Division 4 – Enforcement of Bylaws and Rules.....	20
23. Maximum fine .....	20
24. Continuing contravention .....	21
25. Small Claims, Forced Sale and CRT Actions.....	21
26.1. Enforcement Procedure and Rights .....	21
26.2. Full Indemnity Legal Costs .....	22
Division 5 – Annual and Special General Meetings.....	22
27. General meetings and person to chair general meeting .....	22
28. Participation by other than eligible voters .....	23
29. Voting .....	23
30. Order of business .....	24
31. Quorum at Special and Annual General Meetings .....	24
Division 6 – Voluntary Dispute Resolution.....	24
32. Voluntary dispute resolution.....	24
Division 7 – Signage, Sales of strata lots and Moving .....	25
33. Signage .....	25
Division 8 – Parking .....	25
34. Parking and storage.....	25
Division 9 -- Rental of strata lots.....	26
35. Rental Prohibition and Exemptions .....	26
Exemption Procedure.....	26
Bylaw Exemption to Family or Family Members .....	27
Hardship Exemptions.....	27

36. Prohibition against use of strata lot as transient accommodation .....27  
Division 10 – Insurance and Other Perils .....28  
37. Insurance and Risk Allocation .....28  
Division 11 – Miscellaneous .....31  
38. Notices, Consents and Complaints .....31  
39. Severability .....31

### Division 0 – Notice to Readers

The bylaws set out herein replace the *Standard By-Laws* defined in the *Strata Property Act, Chapter 43, Part 7, Divisions 1, 2 and 3, Sections 119 to 138* and the *Strata Property Regulation, B.C. Reg 43/2000, Part 7, Sections 7.1 and 7.2* and any and all amendments thereto.

Where there is conflict between the bylaws as set out herein and the *Standard By-Laws* as defined in the *Strata Property Act*, the bylaws below shall be deemed to apply.

No bylaw may be amended or repealed, nor shall any new bylaw be added except by Special Resolution requiring a  $\frac{3}{4}$  vote at a properly-convened General Meeting.

For the purposes of these bylaws:

(1) “owner” means:

- (a) a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity, or
- (b) if the strata lot is in a leasehold strata plan, as defined in section 199, a leasehold tenant as defined in that section,  
unless there is
- (c) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
- (d) a registered life estate, in which case it means the tenant for life.

(2) “occupant” means a person, other than an owner or tenant, who occupies a strata lot.

(3) “tenant” means a person who rents all or part of a strata lot.

(4) “visitor” is a person who is visiting an owner or was admitted to the premises by the owner for social, business or family reasons or any other reason.

(5) "common property" means

- (a) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
- (b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located within a floor, wall or ceiling that forms a boundary
- (c) between a strata lot and another strata lot,
- (d) between a strata lot and the common property, or
- (e) between a strata lot or common property and another parcel of land, or wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property

- (6) "limited common property" means common property designated for the exclusive use of the owners of one or more strata lots;
- (7) Boundaries of strata lots - Where a strata lot is separated from another strata lot, the common property or another parcel of land by a wall, floor or ceiling, the boundary of the strata lot is midway between the surface of the structural portion of the wall, floor or ceiling that faces the strata lot and the surface of the structural portion of the wall, floor or ceiling that faces the other strata lot, the common property or the other parcel of land.

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

#### **1. Payment of strata fees, special levies and other expenses**

- (1) The monthly assessments for each strata lot are due and payable on or before the first day of each month.
- (2) Owners must provide the strata council with an authorization of electronic debit, for payment of their monthly assessments.
- (3) In the event of late payment of the monthly assessments the Strata Corporation may register a Certificate of Lien against the strata lot. (*Strata Property Act*, Section 116). A charge of up to \$50.00 may be made against an owner for any N.S.F. transaction issued by that owner.
- (4) The Strata Corporation may charge interest at the rate of TEN (10%) percent per annum compounded annually, on all late monthly assessments, user fees and special levies. Such interest is not a fine and shall be deemed to be part of unpaid strata fees and special levies for the purposes of Section 116 of the *Strata Property Act*.

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

- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws or other law.
- (2) An owner is responsible for and must repair and maintain any improvements, alterations and additions made to their strata lot or adjoining common property, which they have the benefit of, which were made by them or a previous owner of their strata lot. An owner is also responsible for and must make good any damage to a strata lot, limited common property or the common property that is caused by or arises out of any improvements, alterations and additions made to their strata lot or adjoining common property, which they have the benefit of, which were made by them or a previous owner of their strata lot. An owner is also responsible for the cost of removing and replacing any alterations that may be necessary in order to allow the Strata Corporation to carry out repair and maintenance for which it is responsible.
- (3) An owner must comply with any notice or work order requiring work to be done on or to the owner's strata lot issued by a person authorized by law within the time period

specified by such notice or work order. (Strata Property Act, Section 84). If the owner fails to do the required work, the Strata Corporation may enter into the strata lot and do the work on one week's written notice to the owner. The owner must reimburse the Strata Corporation in full (Strata Property Act, Section 85) within THIRTY (30) DAYS of receiving notice from the Strata Corporation that the work has been completed. If the Strata Corporation is not reimbursed, the amount owing may form all or part of a Certificate of Lien against the strata lot. (Strata Property Act, Section 116).

- (4) An owner must within 7 days of receipt of a written request from the Strata Corporation:
  - (a) Provide the strata corporation with proof of the age of their hot water tank and the expiry date of its warranty;
  - (b) ensure that their hot water tank is in proper operating condition at all times;
  - (c) replace the tank within the warranty period specified by the manufacturer; and
  - (d) provide proof to the strata corporation that the tank has been replaced.
- (5) If an owner fails or refuses to replace the hot water tank or provide proof of its age contrary to paragraph 2(4) of these bylaws, then the Strata Corporation may enter into the strata lot on one week's written notice and replace the hot water tank and charge any related costs and expenses back to the owner, including legal costs on a full indemnity basis.
- (6) An owner or tenant must:
  - (a) Keep that part of their premises, which is exposed to the common property, clean, tidy, sanitary and free from hazardous obstructions and unsightly objects;
  - (b) ensure that the strata lot is checked at least once in each seven (7) day period that the strata lot is not occupied;
  - (c) turn off the water control valve (if any) located within their strata lot during any period that the strata lot remains unoccupied for a period of 48 hours or more;
  - (d) keep the heat within the strata lot at a minimum temperature of 10 degrees C whether or not the strata lot is occupied;
  - (e) notify the Strata Corporation immediately upon becoming aware of any damage or condition in a strata lot or on the common property that requires repair or maintenance by the Strata Corporation.
  - (f) place all garbage, compost, recycling material in the appropriate bins.

### 3. Use of property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of another person or other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, ;
  - (e) is contrary to any rule, regulation, ordinance or bylaw of any Federal, Provincial or Municipal Government,
  - (f) is injurious to the reputation of the Strata Corporation, or

- (g) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not make or allow to be made, sustained noise that is audible in another strata lot between the hours of 11:00 pm and 7:00 am.
- (3) An owner, tenant, occupant or visitor must not:
- (a) conduct any business or any profession from a strata lot or the common property that results in clients, customers or the public attending the strata lot or coming on to the common property;
  - (b) cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act*;
  - (c) have any type of open fire, anywhere in the Strata Corporation including within strata lot courtyards, except for propane or electric barbeques or gas fire pits used in the strata lot courtyards;
  - (d) cause or permit the excessive or wasteful use of water;
  - (e) permit them, or their guests.
    - (i) do anything which could cause damage to the buildings;
    - (ii) climb walls, arches, trees, or fences;
    - (iii) ride bicycles, scooters or skateboards on the pathways, lawns, gardens or in the parking lot in a manner that is likely to cause damage to the building, grounds, or Owner's personal property; and
    - (iv) play or climb on the utility installations located on the common property.

#### *Absence from strata lot*

- (4) If an owner, occupant or tenant is going to leave their strata lot vacant for more than three days such person must:
- (a) unplug all electrical appliances that may cause fire;
  - (b) turn thermostat to 10 degrees Celsius; and
  - (c) close all windows and doors.

#### 4. Pet and Animal Restrictions

- (1) An owner, tenant or occupant must not keep illegal exotic animals on a strata lot. An owner, tenant or occupant may only keep the following pets on a strata lot.
- (a) Small caged mammals such as guinea pigs, or hamsters;
  - (b) Up to two cats, or two dogs, or one cat and one dog.
- (2) Owners, tenants, occupants or visitors may not feed wild animals from their strata lot or the common property.
- (3) Owners, tenants, occupants or visitors must ensure that all animals in their care are leashed and accompanied by the owner, tenant, occupant or visitor when on the common property or on land that is a common asset.

- (4) An owner, tenant, occupant or visitor must accompany their pet or animal when on the common property or on land that is a common asset, and must immediately remove any excrement deposited by the pet on the common property.
- (5) Responsibility for damages caused by pets to the common property or common assets and for injuries caused to any person are the responsibility of the relevant owner, tenant, occupant or visitor, in accordance with these bylaws and any applicable law.
- (6) Should the strata council receive TWO (2) complaints (which must be in writing) it will investigate the complaints and if any permitted pets are found to be a nuisance, then the strata council may fine the pet owner, require the pet owner to repair any damage cause by the pet, require said pet owner to remove such pet from the Strata Corporation on FOURTEEN (14) days written notice. For the purposes of this bylaw a nuisance shall be defined as aggressive behaviour towards other owners or their pets, creating unreasonable noise in the form of prolonged barking or howling, or repeatedly causing damage to the Common Property or Limited Common Property. For the purposes of these bylaws, prolonged barking or howling is defined as barking or howling for more than 5 minutes in an hour.

## 5. Inform Strata Corporation

- (1) Within FOURTEEN (14) DAYS of, taking possession of a strata lot upon completion of sale, the new owner(s) must furnish the strata council (Treasurer or Secretary) with a copy of their, Title Search Print, as proof of ownership, phone number, email address, authorization for strata fee debit, and mailing address outside the strata plan, if any.
- (2) On request by the Strata Corporation, any owner, occupant, or tenant must inform the Strata Corporation of his or her name and in which strata lot they are residing or visiting,
- (3) Within two weeks of renting a strata lot, the owner shall give the strata corporation a copy of the Form K—Notice of Tenant's Responsibilities signed by the tenant, in accordance with s. 146 of the Act.

## 6. Alterations to a strata lot or common property

- (1) This bylaw does not apply to alterations that were constructed or installed before the adoption of this bylaw.
- (2) Before making an alteration to 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 common property;
  - (e) mechanical, electrical or plumbing systems within the walls or which require a permit to replace, excluding the end use devices such as taps, sinks, shower heads, light fixtures, light switches, or electrical outlets;
  - (f) fences, railings or similar structures that enclose a patio or balcony or yard,
  - (g) the construction or removal of walls;



- (h) common property, including limited common property; and,
  - (i) common assets.
- an owner must first:
- (j) obtain the written consent of the strata council authorizing the alteration;
  - (k) obtain owner approval at a general meeting to alter a strata lot's boundaries or make significant changes to the use or appearance of the common property, pursuant to sections 70(4) and 71 of the Act, if applicable,
  - (l) satisfy the conditions or agree to satisfy the conditions attached to the grant of permission by the strata council.
- (3) It is the intent of this bylaw that liability for alterations shall attach to an owner and to a subsequent owner of each strata lot even though a subsequent owner is not a signatory to an Indemnity & alteration agreement. The Strata Corporation will ensure that a copy of all Indemnity & alteration agreements for a strata lot are kept on file and upon request, provided to purchasers of that strata lot. Alteration and indemnity agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.

#### **Application Procedure**

- (4) The application of the owner for an alteration shall be in writing and shall enclose the following (the "Application"):
- (a) details of the proposed alteration;
  - (b) Detail plan showing the proposed location of construction of the alteration and nature of the change, including details of the proposed materials and dimensions;
  - (c) name of proposed qualified/licensed contractor(s) who will perform the work;
  - (d) any other documents or information which the strata council may reasonably require in order to grant permission.
- (5) Upon receipt of an application for an alteration, the strata council shall, in writing, within four (4) weeks from the date of receipt of the Application or an Amended Application:
- (a) request further information,
  - (b) approve the Application or Amended Application; or
  - (c) reject the Application or Amended Application.
- (6) The strata council must not unreasonably refuse to permit an owner to make an alteration to his or her strata lot and must ensure that any conditions attached to a grant of approval of a proposed alteration must be proportionate with the type and extent of the proposed alteration and its potential impact on other strata lots and the building as whole.

#### **Conditions for Approval**

- (7) The strata council may impose any one or more of the following conditions on a Strata lot owner approved for the alteration:
- (a) assume responsibility for any expenses related to the alteration;
  - (b) perform the work or cause the work to be performed at the owner's sole cost;
  - (c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;

- (d) produce a copy of a valid building permit to the strata council prior to the commencement of the work, if required by the local municipality;
- (e) employ qualified and licensed contractors or subcontractors to perform the work;
- (f) if the proposed alteration warrants it, employ, at the owner's expense, a plumber, electrician, gas fitter, architect, engineer, structural engineer, building envelope specialist or other qualified professional, as required in the sole discretion of the strata corporation, to prepare specifications, provide inspection and certification service for the work;
- (g) rectify deficiencies to the work in a timely fashion and to the satisfaction of the strata council, failing which the Strata Corporation may perform the work and collect the costs of same from the applicant, including costs as between a solicitor and his own client;
- (h) observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;
- (i) indemnify the Strata Corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his own client;
- (j) assume all responsibility for the repair, maintenance or replacement of the alteration;
- (k) obtain appropriate insurance for the alteration and provide the Strata Corporation with evidence of coverage upon request;
- (l) assume responsibility for all future expenses related to the alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the strata council;
- (m) cause all work to be conducted in accordance with the Strata Corporation's bylaws and the noise bylaws of the Municipality so as to not cause a nuisance or disturb the surrounding owners and shall ensure that all work is conducted between the hours of 9:00 a.m. and 5:00 p.m. Monday to Saturday;
- (n) execute an Indemnity & alteration agreement that reflects and is proportionate to the scope of the proposed alteration, and which is satisfactory to the Strata Corporation;
- (o) agree to inform a subsequent purchaser of the strata lot of the terms of the alteration and indemnity agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the alteration and indemnity agreement;
- (p) provide the Strata Corporation with a written assurance upon completion of the alteration certifying compliance with the terms of this bylaw and, where applicable, section 70(4) of the Strata Property Act; and,
- (q) any other conditions reasonably required in the opinion of the strata council given the nature of the proposed alteration.

**Alterations Installed Without Permission**

- (8) If an alteration has been installed or constructed without the prior written permission of the strata council ("unauthorized alteration"), then the owner of that strata lot may apply to the Strata Corporation for permission to retain the unauthorized alteration.

- (9) The strata council may refuse to approve the unauthorized alteration and may require its removal or the restoration of the strata lot to its former condition. The Strata Corporation may also enter on to the strata lot and remove the unauthorized alteration and restore the strata lot to its previous condition pursuant to section 133 of the *Strata Property Act*.
- (10) If the strata council does retroactively approve the unauthorized alteration, then such approval must be in compliance with these bylaws.
- (11) The strata council is authorized in its sole discretion to take legal proceedings including an application to the Supreme Court pursuant to section 174(1) (b) of the *Strata Property Act* against the owners of the unauthorized alterations for any remedy, judgment or order recommended in the opinion of legal counsel and available to the Strata Corporation by law, including an application for a mandatory injunction to compel removal of the unauthorized alteration.

## 7. Permit entry to strata lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair, maintain, replace and improve common property, common assets and any portions of a strata lot, that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act*.
  - (c) at a reasonable time, on FORTY-EIGHT hours written notice, to ensure compliance with the Act, the regulations, the bylaws and the rules.
- (2) For the purpose of Bylaw 7(1)(a):
- (a) an emergency is limited to:
    - (i) medical trauma or illness;
    - (ii) fire or smoke;
    - (iii) water penetration, leakage or flood;
    - (iv) structural damage.
  - (b) authorized personnel is limited to:
    - (i) members of the strata council;
    - (ii) strata manager;
    - (iii) emergency and/or rescue personnel or law enforcement;
    - (iv) persons contracted by the strata corporation to perform assigned duties, including but not limited to, bonded tradespeople, professional locksmith, and restoration services.
- (3) In order to facilitate emergency entry an owner may provide the strata corporation a key to the strata lot which shall be held in a secure location by the strata council.
- (4) In the event of an emergency access, the Strata Corporation shall provide a written report to the owner setting out the date, time and reason for the entry and the names and contact information of all persons who entered the strata lot.

- (5) In the event an owner fails or refuses to provide entry into a strata lot contrary to these bylaws then the strata corporation shall have the right to gain entry by locksmith or force.
- (6) An owner, occupant or tenant who refuses or fails to provide access contrary to these bylaws shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to permit entry.

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

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

- (1) The Strata Corporation must repair and maintain all of the following:
  - (a) common assets of the Strata Corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to repair and maintenance that in the ordinary course of events occurs less often than once a year,
  - (d) a strata lot but the duty to repair and maintain it is restricted to
    - (i) the structure of a building,
    - (ii) the exterior of a building,
    - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
    - (iv) window casings, sills, frames of doors, doors, windows and skylights, on the exterior of a building or that front on the common property, but only if they leak;
    - (v) fences, railings and similar structures that enclose patios, balconies and yards; and
    - (vi) Smoke detectors.
- (2) The Strata Corporation is not obligated to maintain, repair or replace any improvements or alterations made by an owner or former owner to a strata lot, their limited common property, or the common property, including but not limited to balcony enclosures, and any such improvements or alterations in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the current owner of the strata lot which has the benefit of such improvement.

### **8.2 Record Keeping**

- (1) The Strata Corporation must retain copies of all the following documents for the periods of time stated (*Strata Property Act*).
- (2) The Strata Corporation must keep the following records Permanently:
  - (a) The Registered Strata Plan (on file at the Land Title Office) and any amendments thereto.
  - (b) Resolutions that deal with changes to common property including the designation thereof.

- (c) Any decision of an arbitrator or judge in a proceeding in which the Strata Corporation was a party, and any legal opinions obtained by the Strata Corporation.
- (3) The Strata Corporation must keep the following records for Six Years:
- (a) Minutes of Annual and Special General Meetings and all Council Meetings, including the results of any votes.
  - (b) Books of account showing money received and spent and the reason for the receipt or expenditure.
  - (c) Waivers and consents under the *Strata Property Regulation, Sections 41, 44 or 45*.
  - (d) The budget and financial statement for the current year and for previous years.
  - (e) Income tax returns, if any.
  - (f) Bank statements, cancelled cheques and certificates of deposit.
  - (g) Information Certificates (Forms B).
  - (h) Insurance policies and any contracts entered into by the Strata Corporation.
- (4) The Strata Corporation must keep the following records for Two Years:
- (a) Correspondence sent or received by the Strata Corporation and Council.

### **Division 3 – Council**

#### **9. Council size and Eligibility**

- (1) The governing body of the Strata Corporation is the strata council, which must be elected by and from The Owners, Strata Plan 74 at each Annual General Meeting, and must consist of not less than FIVE (5) owners and not more than SEVEN (7) owners.
- (2) Definitions:
- (a) “Family Member” means a parent, Spouse, or child of the owner or a parent, or child of the Spouse of the owner;
  - (b) “Spouse” includes an individual who has lived and cohabited with the owner for a period of at least 2 years at the relevant time in a marriage-like relationship, including a marriage like relationship between persons of the same gender.
- (3) A Family Member who is not registered on title to the strata lot is eligible for election as a council member and is eligible to sit as a council member if:
- (a) The registered owner(s) of the strata lot is not in arrears of strata fees or special levies;
  - (b) The owner of the strata lot first provides the Strata Corporation with approval in writing; and,
  - (c) The Family Member is at least 19 years of age.
- (4) Only one person is eligible to run for election as a strata council member at any one time with respect to a particular strata lot.

- (5) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's strata lot under Section 116(1) of the *Strata Property Act*.
- (6) If a council member is unable to continue to be on council pursuant to Bylaw 9(5), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the council may replace that member pursuant to Bylaw 12.
- (7) For the purposes of bylaws 12, and 16, the size of the strata council shall be deemed to be the number of strata council members elected at the annual general meeting.

#### 10. Council members' terms

- (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) Every Member of the elected Council must resign at the end of their term of office, but may stand for re-election.

#### 11. Removing council member

- (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

#### 12. Replacing council member

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

### 13. Officers

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

### 14. Calling council meetings

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

### 15. Requisition of council hearing

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

### 16. Quorum of council

- (1) A quorum of the council is
  - (a) 2, if the council consists of 3 or 4 members,

- (b) 3, if the council consists of 5 or 6 members, and
  - (c) 4, if the council consists of 7 members.
- (2) Council members must be present in person or by electronic means, at the council meeting to be counted in establishing quorum.

## 17. Council meetings

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw or rule contravention or alleged contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy or which would contravene the Personal Information Protection Act;
  - (d) outstanding strata fees, fines or special levy against a strata lot owner;
  - (e) any legal action being considered against a strata lot owner or resident;
  - (f) any costs being levied against a strata lot owner for repair work; and
  - (g) ongoing negotiation with a third party, where public knowledge of such negotiations might jeopardize the interests of the owners.
- (5) For the purpose of these bylaws electronic means includes but is not limited to telephone, teleconferencing, Skype, web cast, email or any other method which permits all persons participating in the meeting to communicate with each other;
- (6) All written electronic communication, including but not limited to emails or text messages, issued during the course of a meeting by electronic means shall be deemed to be a part of the strata council's meeting minutes and records.
- (7) Audio and/or visual recording is prohibited during strata council meetings, and general meetings without prior approval of the majority of council members in the case of a council meeting or eligible voters in the case of a general meeting.
- (8) Audio and/or visual recording is prohibited during strata council meetings dealing with matters outlined in bylaw 17(4) or strata council hearings granted under bylaw 15. An exemption to this bylaw may be granted if all parties consent to the recording of the meeting prior to its commencement.
- (9) The elected Council (or appointees, if any) shall comply with all provisions of the *Strata Property Act, Sections 25 to 39* and the *Strata Property Regulation, Part 4*.



## 18. Voting at council meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting, or by electronic means.
- (2) Unless there are only two strata lots in the strata plan, if there is a tie vote at a council meeting, the president, or if the president is absent the vice president, may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

## 19. Council to inform owners of minutes

- (1) The council must inform owners of the minutes of all council meetings within three weeks of the meeting, whether or not the minutes have been approved.
- (2) The strata council's minutes shall record all decisions made, but need not include the exact discussion leading up to any votes.
- (3) The strata council's minutes regarding matters listed in bylaw 17(4) shall not reveal any personal information about an identifiable individual including the individual's strata lot number or unit number.

## 20.1 Council Duties

- (1) All Members of the strata council must:
  - (a) familiarize themselves with the *Strata Property Act*, the *Strata Property Regulations*, Bylaws and Rules;
  - (b) carry out the duties specifically allotted on behalf of the Council or the Strata Corporation;
  - (c) keep the strata council informed of their actions made on behalf of the Council or the Corporation; in emergency situations, take the required action and inform the strata council of the action as soon as practicable.
- (2) The duties of the President include:
  - (a) To co-ordinate all the functions carried out by the strata council, including the Treasurer and the Secretary.
  - (b) To Chair all meetings of the strata council, including the AGM and any Special General Meetings.
  - (c) To ensure that the business of the Strata Corporation is carried out according to the various municipal, provincial and federal laws and regulations.
  - (d) To be responsible for the business of the Strata and ensure that the bylaws are complied with.
  - (e) To report regularly to the strata council on his/her activities on behalf of the Strata Corporation.
  - (f) To ensure that at least one (1) members of Council visits all new residents to welcome them and provide copies of all regulations and answer related questions.
  - (g) To contact the Strata Corporation's Insurance broker and ensure that his/her name is on file.

- (3) The duties of the Vice President include:
- (a) The Vice President chairs all meetings of Council and all other meetings of the Strata Corporation in the absence of the President
  - (b) To assume all responsibilities of the President in the event of his/her absence.
  - (c) To assist the President in the performance of his/her duties.
- (4) The duties of the Treasurer include:
- (a) Responsibility for all matters pertaining to the collection of monthly assessments, levies, special levies, service charges, delinquent accounts and all other matters related to the general income of the Strata Corporation.
  - (b) The disbursement of funds as may be required to meet all current expenditures.
  - (c) Preparing cheques for all expenditures made by any Member of Council authorized to make such expenditures.
  - (d) Preparing monthly and quarterly financial statements for submission to Council at the regular monthly meetings, and for the preparation of yearly financial statements for submission to Owners prior to the Annual General Meeting.
  - (e) The preparation of an annual budget for the following year for presentation at the Annual General Meeting - subject to prior approval by all other members of Council.
  - (f) The 'Duties of the Treasurer', may be delegated to a qualified person(s) who is not an owner or resident of Strata Plan 74 and who is paid for the performance of those duties. This arrangement is entirely at the discretion of Council and the delegated person(s).
- (5) The duties of the Secretary include:
- (a) Handling all incoming and outgoing correspondence. Prepare and sign all correspondence on behalf of the Strata Corporation, except where such correspondence is clearly the responsibility of the President or other strata council Officer;
  - (b) Recording Minutes of all Council Meetings, Annual General Meetings and Special General Meetings, for the distribution of the same and shall comply with all applicable provisions of the Strata Property Act;
  - (c) Maintain all files and correspondence of the Strata.
  - (d) Preparing and circulating all notices of meetings, agendas and such other documents as directed by the President and/or Council; and
  - (e) Keep owners informed and up-to-date on events, projects, etc that are relevant or impact Strata owners.

## 20.2 Delegation of council's powers and duties

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

- (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case:
  - (a) whether a person has contravened a bylaw or rule, or
  - (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.

### 21.1 Spending restrictions

- (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the Strata Corporation may only make the expenditure in accordance with this bylaw.
- (3) Subject to subsection 98 (2) of the *Strata Property Act*, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is less than 5% of the Strata Corporation's annual operating budget.
- (4) Despite subsections (1) and (3) above, a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage, whether physical or otherwise.
- (5) Any expenditure under subsection (4) must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage.
- (6) The Strata Corporation must inform owners as soon as feasible about any expenditure made under subsections (3) or (4).
- (7) Pursuant to Section 82 of the *Strata Property Act*, SBC 1998, Chapter 43, the strata council may not acquire or dispose of personal property with a value in excess of ONE THOUSAND (\$1,000.00) DOLLARS unless the same is approved in the annual budget or by a  $\frac{3}{4}$  vote of the owners.

### 21.2 Restrictions on Contracting

- (1) For any expenditure exceeding \$5,000 per annum, the council shall seek a minimum of three (3) quotes, bids, or tenders from various competitive suppliers, contractors, or service providers considered knowledgeable and experienced in their field. Should the

required three (3) bids not be obtained for whatever reason, council may proceed upon assuring itself that it is obtaining a fair market price for the goods, work, or services provided or contracted for, and report the exception to the Strata Corporation at the first opportunity.

- (2) Existing contracts are exempt from the provision noted in subsection (1) and may be renewed providing:
  - (a) the compensation paid by the strata remains the same as previously negotiated or does not increase by more than 5% per annum and
  - (b) the goods, service or work contracted for is satisfactory and meets required standards.
- (3) Council must ensure that adequate liability insurance, and Worksafe Coverage is carried by anyone supplying goods and services to the Strata Corporation.
- (4) Council may reject the lowest or any bids received.
- (5) Strata owners are not prohibited from supplying or bidding on goods and service contracts providing they meet the required criteria as outlined in this section and comply with conflict of interest rules set out in Sections 32 and 33 of the Strata Property Act.
- (6) The strata council must not enter into a contract for which at the time of the execution of the contract, the Strata Corporation does not have funds on hand or authorized by the owners through a special levy, to pay.

### 21.3 Strata Corporation Finances

- (1) The fiscal year of The Owners, Strata Plan 74 shall be from the first day of January in any one year to the thirty first day of December of the same year.
- (2) All funds held by Strata Plan 74 shall be invested in a chartered bank, credit union, trust company or other financial institution at the discretion of the duly-elected Council. Such investments shall be pursuant to the *Strata Property Act, Sections 92 to 98* and the *Strata Property Regulation, Part 6*.
- (3) All payments from the Strata Corporation's accounts shall be made by cheque.
- (4) The Strata Corporation shall establish, by means of strata fees:
  - (a) An operating fund for common expenses that usually occur either once a year or more often than once a year, and
  - (b) A contingency reserve fund for common expenses that usually occur less often than once a year or that do not usually occur.
- (5) All accounts shall be audited annually by an auditor approved by Council. The Auditor's statement shall be presented together with the financial statement at the Annual General Meeting.

- (6) The Strata Corporation must account for all investments in the contingency reserve fund separately from other monies, and all interest earned on the money in the fund becomes part of the fund.
- (7) Members of Council may receive remuneration for the exercise of Council's powers or performance of Council duties, provided that approval of such remuneration and the amount thereof is by a Resolution passed by a  $\frac{3}{4}$  vote of the owners at a properly convened General Meeting. (*Strata Property Act, Section 34*).
- (8) Signing authorities for all cheques and any other legal documents and entry to safety deposit box, shall be any two of the, President, Vice President, Treasurer and Secretary.

#### 21.4 Strata Corporation Budget

- (1) The proposed annual budget for the coming fiscal year shall be presented at the Annual General Meeting, and must be distributed to all owners with the Notice of Meeting and accompanied by the financial statement for the past year.
- (2) The proposed budget may be amended by simple majority vote before the budget itself is put to vote. (*Strata Property Act, Section 103(4)*).

#### 22. Limitation on liability of council member or volunteer

- (1) A council member, or a volunteer who has been delegated duties by the strata council in writing ("a Volunteer"), who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's or Volunteer's liability, as an owner, for a judgment against the Strata Corporation.
- (3) Each strata council member or Volunteer shall be indemnified and saved harmless by the Strata Corporation against any and all liability and costs, including legal costs as between a solicitor and his/her own client, for any acts or omissions while he or she was carrying out his or her duties as a member of the strata council or Volunteer.
- (4) Notwithstanding the above there shall be no indemnity if a strata council member or Volunteer commits wilful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of his or her duties. In the event of a settlement, the indemnification shall apply only when the Strata Corporation approves such a settlement and reimbursement as being in the best interests of the Strata Corporation.

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

#### 23. Maximum fine

- (1) The Strata Corporation may:
  - (a) fine an owner a maximum of:

- (i) up to TWO HUNDRED DOLLARS (\$200), at the discretion of the strata council, for each contravention of a bylaw (save and except for a rental bylaw where the fine may not be more than FIVE HUNDRED DOLLARS (\$500)), and
  - (ii) up to FIFTY DOLLARS (\$50), at the discretion of the strata council, for each contravention of a rule.
  - (iii) up to FIVE HUNDRED DOLLARS (\$500) for a breach of the Rental Restriction Bylaw.
- (b) do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
- (i) doing work on or to a strata lot, the common property or common assets, and,
  - (ii) removing objects from the common property or common assets.
- (c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130
- (d) deny an owner, tenant, occupant or visitor the use of a recreational facility that is common property or a common asset.

(2) All fines must be paid to the Treasurer of the Strata Corporation.

#### 24. Continuing contravention

- (1) 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.

#### 25. Small Claims, Forced Sale and CRT Actions

- (1) The strata council may commence and prosecute small claims actions for the recovery of any monies owing to the Strata Corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote.
- (2) The strata council may commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$7,500 per case, to conduct the proceedings.
- (3) The strata council may request under section 4 of the Civil Resolution Tribunal Act asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings.

#### 26.1. Enforcement Procedure and Rights

- (1) Owners, tenants or occupants who wish to make a complaint to the strata council must do so in writing.

- (2) Prior to imposing any fines or other penalties the Strata Corporation must conform to the procedures set out in section 135 of the *Strata Property Act*.
- (3) Owners, tenants, or occupants may request a hearing prior to penalty being imposed by the Strata Corporation. The Strata Corporation may impose a fine or penalty if an owner, occupant, or tenant has not requested a hearing within one month of the receipt of the Strata Corporation's notice of a bylaw contravention.

## 26.2. Full Indemnity Legal Costs

- (1) A unit owner in default of the payment of common expenses, strata fees, special levies, interest, fines, and any other amounts owing pursuant to the *Strata Property Act* (the "Arrears") shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such Arrears, including legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.
- (2) For purposes of section 133(2) of the Strata Property Act, "reasonable costs of remedying the contravention" of the Strata Corporation's bylaws or rules shall be interpreted to include, but not be limited to, legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.
- (3) Subject to the discretion of the council, any legal costs or expenses so incurred by the Strata Corporation may be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal costs or expenses are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.

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

## 27. General meetings and person to chair general meeting

- (1) The Annual General Meeting of The Owners, Strata Plan 74 shall be held no later than the 30th November of each year. Formal Notice of the Meeting must be given to each and every owner in accordance with sections 45 and 61 of the *Strata Property Act*. The financial statement for the previous fiscal year shall also be distributed to all owners before the Annual General Meeting, but because of possible time constraints it may not be available for distribution at the same time as the Notice of Meeting.
- (2) Special General Meetings may be called by the strata council at any time Formal Notice of the Meeting must be given to each and every owner in accordance with sections 45 and 61 of the *Strata Property Act*. A Special General Meeting must be called by the strata council upon receipt of written notification signed by not less than TWENTY (20) PERCENT of the owners stating the purpose of the meeting, and within FOUR (4) WEEKS of receipt of the demand being given to the strata council.
- (3) Annual and special general meetings must be chaired by the president of the council.

- (4) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (5) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those eligible voters who are present at the meeting.

## 28. Participation by other than eligible voters

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

## 29. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count. Matters shall be decided by simple majority vote unless a  $\frac{3}{4}$  vote or unanimous vote is required by the *Strata Property Act*.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, then:
  - (a) 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.
  - (b) if neither the president nor the vice president of the council chairs the meeting where there is a tie vote, the chair elected in accordance with subsection 27(5) may break the tie by casting a second, deciding vote.
- (6) Annual and special general meetings may be attended by electronic means, so long as the method permits all persons participating in the meeting to communicate with each other during the meeting.
- (7) A person who attends a meeting as provided in subsection (6) is deemed to be present in person at the meeting.
- (8) If the Strata Corporation is entitled to register a lien against a strata lot under section 116(1) of the *Strata Property Act*, then the vote for that strata lot shall not be exercised at



any annual or special general meeting, except on matters requiring a 80% or unanimous vote.

- (9) The election of each strata council member must be voted on, and to be elected each council member must be elected by a majority of votes cast. Strata council members are not to be elected by acclamation.

### 30. Order of business

- (1) The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;
  - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) ratify any new rules made by the strata corporation under section 125 of the *Strata Property Act*;
  - (j) report on insurance coverage in accordance with section 154 of the *Strata Property Act*, if the meeting is an annual general meeting;
  - (k) approve the budget for the coming year in accordance with section 103 of the *Strata Property Act*, if the meeting is an annual general meeting;
  - (l) deal with new business, including any matters about which notice has been given under section 45 of the *Strata Property Act*;
  - (m) elect a council, if the meeting is an annual general meeting;
  - (n) terminate the meeting.

### 31. Quorum at Special and Annual General Meetings

- (1) Pursuant to Section 48 of the *Strata Property Act*, the quorum for all Special and Annual General Meetings shall be ONE THIRD (1/3) of the eligible owners.
- (2) Notwithstanding Section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present the meeting shall stand adjourned for a further ½ hour from the time appointed and, if at that time a quorum is still not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

### **Division 6 – Voluntary Dispute Resolution**

### 32. Voluntary dispute resolution

- (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and

- (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
  - (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **Division 7 – Signage, Sales of strata lots and Moving**

#### **33. Signage**

- (1) Owners, tenants and occupants must not erect or permit to be erected or to remain any signs, fences, billboards, placards, advertising or any other fixture or fitting of any kind whatsoever external to any part of a strata lot or of the common property, except a temporary notice to sell the strata lot.

### **Division 8 – Parking**

#### **34. Parking and storage**

- (1) The Strata Corporation's parking stalls are common property. The strata council shall allocate one or two parking stall(s) to each strata lot. The strata council may reallocate the parking stalls on reasonable written notice to the strata lot owner(s).
- (2) An owner, tenant, or occupant may only park in the parking stall(s) allocated to their strata lot.
- (3) An owner, tenant, occupant and their visitors shall not park any of the following on the common property:
  - (a) an uninsured, unlicensed or unserviceable motor vehicle, including cars, trucks, trailers, boats and motorcycles, without the prior written approval of the strata council, which said approval may be granted subject to conditions which conditions may include the provision of written proof of storage insurance to the strata council; or
  - (b) a motorhome, recreational vehicle, trailer, truck larger than a  $\frac{3}{4}$  ton pickup, camper, boat or a similar type of vehicle without the prior approval of the Strata Corporation, which said approval may be granted subject to conditions.
- (4) An owner, tenant, occupant and their visitors shall not
  - (a) conduct significant repairs, modifications, maintenance or servicing to a motor vehicle on common property;
  - (b) park a vehicle on the common property in a manner which may compromise the safety or security of the residents of the complex or impede the ability of owners to access or egress the complex;

- (c) exceed the speed limit of 10 kilometres per hour on the common property; or
  - (d) park a motor vehicle which is leaking oil or other fluids on the common property or in a designated parking space.
- (5) An owner, occupant, tenant or visitor must upon notice from the strata corporation, remove a vehicle from common property for building maintenance.
- (6) The strata council shall provide written notice of any violation of this bylaw to the vehicle owner by leaving the notice of violation on the vehicle, and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the strata council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw, fine the owner, or both.
- (7) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.
- (8) In addition to the rights conferred by subsections (6) and (7) the strata council has the right to immediately tow any vehicle which is parked in violation of bylaw 34 (4)(b) or 34 (5).
- (9) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.

### **Division 9 -- Rental of strata lots**

#### **35. Rental Prohibition and Exemptions**

- (1) Aside from any strata lots that are leased or rented due to hardship exemptions or to family members in accordance with the Strata Property Act, no strata lot, or portion of a strata lot in the strata corporation may be rented to, leased to or occupied through a license of occupancy of any sort.

#### **Exemption Procedure**

- (2) An owner who wishes to lease or rent his strata lot pursuant to a statutory exemption shall:
- (a) apply in writing to the Strata Corporation for permission to lease or rent pursuant to a statutory exemption and the application shall include the following:
    - (i) name(s), address(s), and telephone number(s) of all persons who intend to occupy the strata lot during the term of the lease or rental;
    - (ii) proposed term of the lease or rental, including the commencement date as well as the termination date, if any, of the lease or rental; and,
    - (iii) any other information or documents shall be provided as may reasonably be requested by the strata council;
  - (b) prior to renting to a prospective tenant, comply with section 146 of the Strata Property Act by giving the prospective tenant:
    - (i) the current bylaws and rules; and,
    - (ii) a Notice of Tenant's Responsibilities (Form K).

- (c) provide the Strata Corporation with the signed Form K within 1 week of renting all or a portion of the strata lot.

### **Bylaw Exemption to Family or Family Members**

- (3) This bylaw does not apply to prevent the lease, licensing or rental of a strata lot to a member of the owner's family.
- (4) "Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.
- (5) "Spouse of the Owner" includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

### **Hardship Exemptions**

- (6) Rentals may be permitted pursuant to section 144 of the SPA on grounds that the bylaws create a hardship on the owner.
- (7) An owner may provide written application to the Strata Corporation for permission to rent on grounds of hardship stating the following:
  - (a) the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
  - (b) If the owner wishes a hearing, the Strata Corporation must hear the owner or the owner's agent within 3 weeks after the date the application is given to the Strata Corporation.
- (8) An exemption is allowed if the Strata Corporation does not give its decision in writing to the owner:
  - (a) within one week after the hearing; or
  - (b) if no hearing is requested, within 2 weeks after the application is given to the Strata Corporation.
- (9) An exemption granted by the Strata Corporation may be for a limited time.
- (10) The Strata Corporation must not unreasonably refuse to grant an exemption based on hardship.
- (11) The Strata Corporation must furnish the prospective licensees or tenant(s) with the Notice of Tenant's Responsibilities in the prescribed form (Strata Property Regulation, Form K). This form must be signed by two Members of the strata council, the owner and the tenant, and one copy shall be kept on file until termination of the tenancy.
- (12) An owner who leases a strata lot in contravention of this bylaw may be subject to a fine in the discretion of the strata council in an amount not to exceed \$500.00 for each seven (7) day period that the strata lot is rented in contravention of these Bylaws (s.7.1 of the Strata Property Regulations).

### **36. Prohibition against use of strata lot as transient accommodation**

- (1) The Strata Corporation is zoned by the Town of Sidney BC as RM-6. Under the RM-6 zoning The following principal uses and no others are permitted:
  - (a) Accessory Use Building or Structure; and

- (b) Rowhouse, townhouse, apartment dwellings;
  - (c) Home Occupation.
- (2) The RM-6 zoning does not permit motel, hotel or bed and breakfast use or any use that allows for transient accommodation.
- (3) Owners, occupants and tenants may not:
- (a) rent, let, or provide a license of occupancy to all or part of their strata lot for use as transient, tourist, hotel, motel accommodation, bed and breakfast or for the accommodation or housing of the transient, travelling, or vacationing public, in exchange for monetary compensation;
  - (b) market, list, offer or advertise all or part of their strata lot as being available for any of the uses set out in section 3(a) above.
- (4) For the purposes of this bylaw: owners, tenants and occupants will be deemed to be using their strata lot as transient, tourist, hotel, motel accommodation, or for the accommodation or housing of the transient, travelling, or vacationing public if they rent, lease, or provide a license of occupancy to all or part of their strata lot, in exchange for monetary compensation, to any person to reside in or occupy a strata lot for less than one month. For further clarity, the rental, lease, letting or licensing of a strata lot to two or more persons or parties, who occupy the strata lot at different times from each other, will be deemed to be a breach of the bylaw.
- (5) Where an owner, occupant or tenant contravenes section (3)(a) or (3)(b) above the owner will subject to a fine of up to \$200.00 for each contravention.

### **Division 10 – Insurance and Other Perils**

#### **37. Insurance and Risk Allocation**

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every two years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (2) For purposes of section 149(4)(b) of the *Strata Property Act*, the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
- (a) earthquake insurance; and
  - (b) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00 or such lesser amount as may be available.
- (3) Subject to the regulations and this bylaw, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1).
- (4) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or

replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.

- (5) An Owner, tenant, occupant or visitor must not:
- (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
  - (b) cause damage, other than reasonable wear and tear to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (6) An owner shall reimburse the Strata Corporation maintenance, repair or replacement costs plus any losses or damages to an owner's strata lot, the common property, the limited common property or the contents of same, if:
- (a) that owner is responsible for the loss or damage; or
  - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
    - (i) that owner; or,
    - (ii) any member of the owner's family; or,
    - (iii) the owner's pet(s); or,
    - (iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets,
- but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.
- (7) For greater certainty, an owner is responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act.
- (8) Without restricting the generality of the foregoing, an owner is responsible for:
- (a) any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the owner's strata lot including, but not limited to the following:
    - (i) dishwasher;
    - (ii) refrigerator with ice/water dispensing capabilities;
    - (iii) garburator;
    - (iv) hot water tank;
    - (v) washing machine;
    - (vi) toilet, sink, bathtub and/or shower;
    - (vii) air conditioner;
    - (viii) fish tank;
    - (ix) fireplace;
    - (x) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or,
    - (xi) any other similar type of appliance, equipment or fixture.

- (b) any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that strata lot; and,
  - (c) any damage to property that an owner is required to repair or maintain.
- (9) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (11) An owner shall obtain and maintain an insurance policy to cover:
  - (a) the losses described in section 161 of the Act;
  - (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave rise to the claim;
  - (c) any alteration;
  - (d) any betterments or changes to the buildings or fixtures built by the developer; and
  - (e) losses from water escape and rupture.
- (12) Owners must provide proof of their insurance policy to the strata council by no later than 1 month following the date of the AGM.
- (13) In the case of uninsured loss or damage, or loss or damage from a peril that is insured but which falls below the relevant insurance deductible on the Strata Corporation's insurance policy, the Strata Corporation shall not be liable to an Owner, Tenant, Occupant or Visitor for any loss, damage or expense caused by:
  - (a) any failure, defect or want of repair of the Common Property or Common Assets of the Strata Corporation or any part thereof, unless such loss, damage or expense shall have resulted from the actions or negligence of the Strata Corporation.
  - (b) an overflow or leaking of water, breaking or bursting of any pipes or plumbing fixtures, or in any other manner whatsoever, unless such loss, damage or expense shall have resulted from the actions or negligence of the Strata Corporation.

**Division 11 – Miscellaneous****38. Notices, Consents and Complaints**

- (1) If at any time under these Bylaws, an Owner, tenant or occupant is required to provide notice to the strata council or to obtain consent from the strata council, such notice and consent will be effective only if in writing.
- (2) The Strata Corporation, through Council, contracts with several companies and individuals to complete work for the Strata, including book-keepers, building maintenance person service providers, gardeners, cleaning staff, and garbage collectors. Owners, tenants and occupants may not confront, advise, suggest, complain to, or in any way interfere with the Strata Corporation's contractors. Any complaints or suggestions regarding contractors must be made through council.

**39. Severability**

- (1) The provisions of this bylaw shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.