

*642 ADMIRALS ROAD  
STRATA PLAN VIS 113*

*B Y L A W S*



## VICTORIA LAND TITLE OFFICE

Nov-16-2017 15:32:13.001

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STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

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- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application,
 and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Johnathan Justin Hanson 3H1NIJ	Digitally signed by Johnathan Justin Hanson 3H1NIJ Date: 2017.11.16 14:56:29 -08'00'
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## 1. CONTACT: (Name, address, phone number)

Stevenson Luchies &amp; Legh

Barristers &amp; Solicitors

300 - 736 Broughton Street

Victoria

BC V8W 1E1

Phone: (250) 381-4040

File No. 14378/ VIS113

Document Fees: \$28.63

Deduct LTSA Fees? Yes 

## 2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

## 3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS, STRATA PLAN VIS113**Related Plan Number: **VIS113**



**SCHEDULE "A"**  
**Bylaws of Strata Corporation No. VIS113**

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

**1. Payment of strata fees**

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Owners must provide post-dated cheques, or authorize electronic debit, for payment of their monthly assessments to the Treasurer or Strata Property Manager annually.
- (3) Funds received from an owner may be applied to existing amounts owed in the following order:
  - (a). Firstly, against fines, NSF fees and the costs of remedying a contravention;
  - (b). Secondly, against money owed to the Strata Corporation or Section with respect to an owner's liability for payment of the Strata Corporation's deductible or other un-insured loss for which the owner is responsible for;
  - (c). Thirdly against user fees;
  - (d). Fourthly, against interest on arrears;
  - (e). Fifthly against amounts owing on an unpaid special levy;
  - (f). Sixthly, against amounts owing on unpaid strata fees; and
  - (g). Lastly, against current strata fees.

**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.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) An owner is responsible for and must repair and maintain any improvements, alterations and additions made to their strata lot or adjoining common property, or limited common property, which they have the benefit of, including but not limited to balcony enclosures, which were made by them or a previous owner of their strata lot. An owner must also 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, or limited common property, which they have the benefit of, which were made by them or a previous owner of their strata lot.
- (4) An owner must promptly carry out all work that may be ordered by any public authority which relates solely to his strata lot and is not for the general benefit of the Strata Corporation. If an owner, after receiving the notice or order from a public authority, fails to do the required work, the strata corporation may do the required work and charge the owner the reasonable cost of such work.

### **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 or might increase the risk of fire or other hazard or might otherwise increase the cost of insurance to the strata corporation or any other owner,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan
- (2) An owner, tenant, occupant or visitor must not 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 and must use best efforts to keep all common areas clean and tidy.
- (3) No items may be left on common property unless expressly placed there by the strata corporation.
- (4) Cats – ONLY are allowed
  - (a). Owners are allowed TWO cats only providing said cats have been spayed by the age of seven months or neutered by the age of eight months. All cats must be kept indoors at all times and proof of spay/neuter must be given to council.
  - (b). New owners must provide council with proof of spaying/neutering prior to bringing cat onto Strata Property.
  - (c). Council approval must be obtained PRIOR to any small pets being brought onto Strata Property.
  - (d). The feeding of wild birds and animals is prohibited.
- (5) Owners, occupants, and tenants must not keep fish tanks over 35 gallons within a strata lot.
- (6) All pets shall be responsibly cared for by their owners so as not to cause a nuisance, inconvenience or safety concern to any person. Without limiting the generality of the foregoing, all pet owners must ensure that any waste deposited on the common property by his/her pet is immediately removed and properly disposed of by the owner;
- (7) An owner, tenant, occupant or visitor must ensure that all animals are leashed and otherwise properly secured and accompanied by the owner, tenant, occupant or visitor when on the common property.
- (8) Nothing in this bylaw shall be deemed to affect any existing law relating to dangerous animals.
- (9) 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.

(10) Should the Strata Council receive 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 require said owner, occupant or tenant 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.

(11) An owner, tenant, occupant or visitor must:

- (a) not hang or permit to be hung any laundry, or washing on the common property or in or about his strata lot in any manner which would permit same to be visible from the outside of a strata lot.
- (b) not, without the prior permission of the strata council, erect or hang over or outside any window or door of a strata lot or on the common property, awnings, shades or screens other than sun drapes which must be left installed and window screens which must be erected over any exterior window which an occupant may leave open;
- (c) not erect or fasten to any unit, television antennae or similar structure or appurtenances thereto except in connection with a common television antenna or cable system as authorized by the Council;
- (d) dispose of household refuse and recyclables in proper containers as directed by the Council from time to time and must remove from the strata corporation and properly dispose of all other types of refuse at the owner's expense;
- (e) not erect, place, allow, keep or display signs, billboards, advertising matter or notices or displays of any kind in the common property or in or about any strata lot in any manner that may make the same visible from the outside of a strata lot without the prior written permission of the council;
- (f) not park any motor home, boat, trailer, camper or commercial vehicle on the property of the strata corporation without the prior written consent of the council;
- (g) not bring on to the strata corporation property nor allow to remain any vehicle that is untidy, derelict or a hazard;
- (h) ensure that his/her vehicle, while on strata corporation property is licensed or, if not licensed, is insured in which case proof of insurance must be clearly displayed on a driver's side window;
- (i) not wash cars at the strata corporation when the outside temperature is below freezing, or in such a manner as will cause a nuisance to or significantly impact other owners and in such place and at such time as the council may from time to time direct;
- (j) use the laundry facilities only between the hours of 8:00 a.m. and 8:00 p.m. and always clean the lint filter after using the common clothes dryers and wipe machines after use;
- (k) not shake mops or dusters of any kind, nor throw anything, out any window or door of a strata lot or on to common property, nor permit anything of this kind to be done;
- (l) not allow his strata lot to be untidy or unsanitary;
- (m) not bring any natural Christmas tree into a strata unit and must only use artificial Christmas trees and decorations that would pass inspection by the fire department;

- (n) securely close all access doors to the building after using them and not allow any person to enter the strata corporation building unless the person's identity has been confirmed and the occupant to whom the person is going to visit has specifically consented to the person being admitted to the building;
- (o) promptly inform council of any accident or failure of plumbing piping or fixtures, electrical wiring or fixtures or doors accessing the building or anything else that might cause loss or damage or create a safety concern, whether in a strata unit or on common property;
- (p) not feed any wild animals from windows or anywhere near the building;
- (q) not be in indoor common areas in bare feet;
- (r) regard all activations of the building fire alarm as indicating an actual fire in the building unless prior notice was posted that the activation is a service test;
- (s) All dishwashers and laundry machines may be installed by owners with the approval of council.
- (t) only install low flow dishwashers, and owners, occupants and tenants must obtain and provide a permit from the City of Esquimalt, prior to installing such dishwashers.

#### **4.1 Occupancy Restriction**

No more than five (5) persons may reside in strata lot at any time.

- (1) For the purpose of these bylaws a person shall be deemed to be residing in a strata lot if they spend more than 30 nights in a calendar year in a strata lot.

#### **4.2 Rental Restriction**

- (1) Exclusive of exemptions that may be granted for hardship as set out in this section, no more than a total of 3 (three) rental units will be permitted at any one time.
- (2) An owner may apply to the council for an exemption from the prohibition on renting on the grounds that the bylaw causes hardship to the owner. If permission is granted it will be for a period, no greater than 12 months.
- (3) Any application for permission to rent a strata lot under subsection (2) must be made in writing to the president of the council prior to any rental agreement being entered into by the owner and must clearly state the basis for the owner's claim for an exemption, whether or not the owner wishes to have a hearing before the council, and a telephone number and address at which the owner can be contacted.
- (4) If the strata corporation grants permission to rent a strata lot, the permission is deemed to include the condition that the owner and any tenant comply with all terms and conditions of the Act and the bylaws and rules of the strata corporation.
- (5) In every case where hardship permission is granted to an owner to rent his or her strata lot, any rental agreement entered into by the owner must be determinable on or before the date fixed by the council and the owner must ensure that the terms of the tenancy agreement allow it to be lawfully determined on the specified date. In order to comply with the terms of the Residential Tenancy Act, this will mean a tenancy agreement must be for a fixed date ending on or before the expiry of the time permitted by the council for the rental with no right of renewal for the tenant as provided for in section 9(3) of the Residential Tenancy Act.



- (6) Any permission granted to rent a strata lot is deemed to terminate immediately upon the sale of the subject strata lot or the re-occupation of the strata lot by its owner or the owner's family.
- (7) Where permission to rent a strata lot is granted, no person other than the tenant(s) listed on the Notice of Tenant's Responsibilities may occupy the strata lot and therefore owners are directed to ensure that all occupants of the strata lot are listed on the Notice. The Notice of Tenant's Responsibilities must be delivered by the owner to the tenant prior to the tenant taking up occupation of the strata lot.

## **5. Prohibition against use as transient accommodation**

- (1) Owners, occupants and tenants may not rent, let, or provide a license of occupancy to all or part of their strata lot for use as transient, tourist, hotel, motel accommodation, or for the accommodation or housing of the transient, travelling, or vacationing public, in exchange for monetary compensation. 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.
- (2) Where an owner, occupant or tenant rents, lets, lease or provides a license of occupancy to their strata lot as transient, tourist, hotel, motel accommodation, or for the accommodation or housing of the transient, travelling, or vacationing public in contravention of this bylaw, the owner will be subject to a fine of up to \$200.00 for each night the Strata Lot is so rented, let, leased or licensed

## **6. Storage and parking areas**

- (1) The strata corporation is not responsible for any property of owners, occupants or visitors that is located on common property including storage lockers, vehicle parking areas and bicycle storage areas. Any person leaving property in such areas, whether or not the area has been assigned to the exclusive use of a person, does so at the person's own risk. Each unit will be allocated one parking stall which will be assigned by Council. Extra parking stalls may be rent by a written request and Council approval.

## **7. Inform Strata Corporation**

- (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, and mailing address outside the strata plan, if any. At all times an owner must ensure that the strata corporation has been provided in writing with the names of all the current residents of the owner's unit.
- (2) On request by the Strata Corporation, any owner, occupant, tenant or visitor must inform the Strata Corporation of his or her name and in which strata lot they are residing in or visiting.

- (3) An owner intending to sell his or her strata lot, must deliver to the president of the strata council or the Manager a fully completed "Notification of Strata Lot Sale" in the form attached to these bylaws prior to, or in conjunction with, any request for issuance of a Form F, Certificate of Payment, or Form B, Information Certificate. No Form F or Form B will be issued to an owner until the Notification of Strata Lot Sale is so delivered and the fees provided for in these bylaws have been paid.

## **8. Moving or large deliveries**

- (1) Before any change in occupancy in a strata lot ("Change of Occupancy") owners, tenants and occupants must:
  - (a) Provide a minimum of 48 hours written notice to the Property Management company or the Strata Council.
  - (b) Note any existing damage to the walls, fixtures and carpets and report these to any member of the Strata Council, Property Management company or caretaker prior to the Change of Occupancy, Renovation, or Delivery.
- (2) During a Change of Occupancy, Renovation, or a Delivery, owners, tenants and occupants must:
  - (a) Not store or leave personal property in common areas.
- (3) Owners, tenants, and occupants shall either remove cardboard containers or collapse and dispose of them in the appropriate recycling or garbage bin in the garbage room.
- (4) Owners, occupants and tenants may only perform Changes of Occupancy, Renovation, or Delivery, between 8.00 a.m. and 8.00 p.m. Monday through Saturday and not on statutory holidays without the express written consent of council. Council will not unreasonably deny Changes of Occupancy on the first and last day of the month.
- (5) If the common property of the strata corporation is damaged as a result of a Change of Occupancy, Renovation, or Delivery, the Strata Council may repair such damage, and recover the additional costs of such repairs from the owner, tenant or occupant responsible for the damage. The costs will include the payment of legal costs if any incurred by the Strata Council on a solicitor and own client basis.

## **9. Alterations to a strata lot or common property**

- (1) 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;
  - (f). fences, railings or similar structures that enclose a patio or balcony or yard,
  - (g).common property located within the boundaries of a Strata Lot;
  - (h).those parts of the Strata Lot which the Strata Corporation must insure under s. 149 of the Strata Property Act;
  - (i). all or a portion of flooring in a Strata Lot located above another strata lot;
  - (j). significant betterments to the Strata Lot including, but not limited to, the construction or removal of interior walls;
  - (k).common property, including limited common property; and,

- (l). common assets.

An owner must first:

- (a).obtain the written consent of the Strata Council authorizing the alteration;
  - (b).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,
  - (c).satisfy the conditions or agree to satisfy the conditions attached to the grant of permission by the Strata Council.
- (2) 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**

- (3) 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.
- (4) 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.
- (5) The Strata Council must not unreasonably refuse an Application.

#### **Conditions for Approval**

- (6) 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). employ at the owner's sole cost a qualified building envelope professional, if required in the sole discretion of the Strata Council, to prepare specifications and provide inspection services 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). execute an Alteration and Indemnity Agreement in a form satisfactory to the Strata Corporation;
- (n).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;
- (o).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,
- (p).any other conditions reasonably required in the opinion of the Strata Council given the nature of the proposed Alteration.

#### **Flooring Requirements**

- (1) An owner, occupant or tenant of a strata lot that is located above another strata lot who installs any flooring in a strata lot must install underlay that when combined with the flooring, sub flooring and ceiling below will provide a minimum IIC rating of 60. The Owner, occupant, or tenant must:
  - (a). provide the Strata Council with the specifications of the proposed flooring and underlay prior to removing the existing flooring or installing the flooring;
  - (b).provide the Strata Council with proof of purchase of the flooring and underlay;
  - (c).allow the Strata Council to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring.
- (2) In the event the Strata Corporation receives noise complaints from the owners of the Strata Lot(s) below a strata lot that has installed flooring, the Strata Council may require the owner of the Strata Lot with the flooring to permit the Strata Corporation, its council members, agents and employees, entry to the strata lot for the purpose of carrying out sound testing to determine the IIC rating of the flooring.
- (3) In the event that the IIC rating of the flooring is:
  - (a). 59 or lower, the Strata Council may charge the cost of testing the flooring to the owner of the Strata Lot in which the flooring is installed; or

- (b).60 or higher, the Strata Council will equally share the cost of testing the flooring with the owner of the strata lot who has submitted the noise complaints.
- (c).59 or lower the Strata Corporation may require the owner of the Strata Lot with the altered flooring to:
  - i. take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs;
  - ii. cover the flooring with carpeting; or
  - iii. remove the flooring and replace it with flooring that conforms with the bylaws.

#### **Alterations Installed Without Permission**

- (4) 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.
- (5) The Strata Council may unreasonably 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*.
- (6) If the Strata Council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (7) The Strata Council is authorized in its sole discretion to take legal proceedings including an application to the Supreme Court pursuant to section 171(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.

#### **10. 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 or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
  - (c).at a reasonable time, on 48 hours written notice, to ensure compliance with the Act, the regulations, the bylaws and the rules.
- (2) The notice referred to in subsection (1) (b) and(c) must include the date and approximate time of entry, or range of time for entry, and the reason for entry.

- (3) For the purpose of Bylaw 7(1)(a):
  - (a).an emergency is defined as:
    - i. an act of god;
    - ii. medical trauma or illness;
    - iii. fire or smoke;
    - iv. water penetration, leakage or flood;
    - v. structural damage.
  - (b).authorized personnel are limited to:
    - i. members of the strata council;
    - ii. strata manager;
    - iii. emergency and/or rescue personnel or law enforcement;
    - iv. employees contracted by the strata corporation to perform assigned duties, including but not limited to, bonded tradespeople, professional locksmith, and restoration services.
- (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**

### **11. 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
    - i. repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (d).a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
    - i. the structure of a building,
    - ii. the exterior of a building,
- (2) The strata corporation's obligation to repair and maintain limited common property or a strata unit will, under no circumstances, include improvements made by an owner to the strata lot or limited common property.

## Use Insured Trades

- (3) Neither the strata corporation nor any owner, tenant or occupant may engage any person to enter onto the strata corporation to do any work of any kind on the land, improvements, fixtures or chattels that are part of, or contained in or about, any strata lot, common property or common asset of the strata corporation, including repair, maintenance, upgrade and replacement unless the person is licensed with the appropriate authority (WCB) for the type of work the person is to carry out and insured for a minimum of \$2,000,000 against liability arising from the work the person is to carry out and the strata corporation may require proof of such licensing and insurance before allowing any person to enter the strata corporation property to perform work.

## 12. Fees

- (1) The fee payable to the strata corporation for copies of any strata corporation record or document is \$0.25 per page
- (2) The fee payable to the strata corporation for an Information Certificate is \$35 plus \$0.25 per page for any copies of the document
- (3) The fee payable to the strata corporation for a Certificate of Payment is \$15.
- (4) The strata corporation may require that a fee be paid in full prior to the strata corporation providing the requested records or document.

## Division 3 -- Council

### 13. Council size and eligibility

- (1) The council must have at least 3 and not more than 7 members.
- (2) An owner's spouse or adult child, if the individual normally resides in the owner's unit, is eligible to be a council member.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- (4) If a council member is unable to continue to be on council pursuant to Bylaw 13(3), 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 16.
- (5) For the purpose of Bylaws 16 and 20 the size of the Strata Council shall be set at the number of Strata Council members elected at the annual general meeting.

### 14. Council members' terms

- (1) Subject to these bylaws, the term of office of a council member begins at the end of the general meeting at which the council member is elected and ends at the conclusion of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

## **15. 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.

## **16. Replacing council member**

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 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 Act, the regulations and the bylaws respecting the calling and holding of meetings.

## **17. 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 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **18. 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
  - (a). all council members consent in advance of the meeting, or
  - (b). the meeting is required to deal with an emergency situation, and all council members either
  - (c). consent in advance of the meeting, or
  - (d). are unavailable to provide consent after reasonable attempts to contact them.



## **19. Requisition of council hearing**

- (1) In any circumstance, whereby the Act requires the council to afford a person an opportunity for a hearing before the council, the person must apply in writing to the council, stating the reason that a hearing is being requested and the relief that the person is requesting from the council.
- (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.
- (4) Nothing in this section shall be deemed to create any additional rights of a person to a hearing before council beyond those expressly provided for in the Act.

## **20. 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 at the council meeting to be counted in establishing quorum.

## **21. Council meetings**

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members 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 the bylaws relating to strata council meetings, electronic means includes the following:
  - (a).electronic means includes telephone, teleconferencing, Skype, web cast or any other method which permits all persons participating in the meeting to communicate with each other during the meeting;
  - (b).all written electronic communication issued during the course of a meeting shall be deemed to be a part of the strata council's meeting minutes and records.
- (6) Audio and/or visual recording devices are 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.
- (7) Audio and/or visual recording are prohibited during strata council meetings dealing with matters outlined in bylaw 21(4) or strata council hearings granted under bylaw 19. An exemption to this bylaw may be granted if all parties consent to the recording of the meeting prior to its commencement.

## **22. Voting at council meetings**

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president, 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.

## **23. Council to inform owners of minutes**

- (1) The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.
- (2) The strata council's minutes shall record all decisions made, but need not include the exact discussion leading up to any votes.
- (3) Strata Council's minutes regarding matters listed in bylaw 21(4) shall not reveal any personal information about an identifiable individual including the individual's strata lot number or unit number.

## **24. 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,
  - (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.
- (5) Without limiting the generality of this section, the strata corporation may enter into a contract or contracts with a professional property manager for such purposes and on such terms as the strata council considers appropriate.

## 25. 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) Pursuant 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 annual operating budget.
- (4) Despite subsection (1) and (3), 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.
- (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).

## 26. Limitation on liability of council member

- (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.

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

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

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

##### **27. Enforcement Options**

- (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.

##### **28. 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.

##### **29. Small Claims and Forced Sale 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 expend funds from the contingency reserve fund on the legal fees necessary to conduct the proceedings.

### **30. Legal Costs**

- (1) Any owner or tenant against whom the strata corporation reasonably takes legal action to enforce the Act, the Regulations, these bylaws or any rules of the strata corporation or to recover monies owing to the strata corporation must pay the actual legal costs of the strata corporation. Legal action in this section includes any services provided to the strata corporation by a lawyer whether or not court or administrative proceedings of any kind are ultimately commenced. Such legal costs once incurred by the strata corporation, whether or not then paid by the strata corporation, shall be added to and become part of the assessments of that owner for the month next following. In any court or tribunal proceeding, if the strata corporation is the successful party to the proceeding, the strata corporation will recover its costs of an incidental to such proceeding as special costs to be taxed as provided for in the Rules of Court from time to time.

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

### **31. Person to chair meeting**

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

### **32. 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.

### **33. 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.
- (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 casts a second deciding vote, the chair elected in accordance with subsection 27(3) may break the tie by casting a second, deciding vote, but only if that person is also an eligible voter.
- (6) 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 unanimous vote.
- (7) 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.
- (8) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by a majority of eligible voters.

#### **34. 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 Act;
  - (j). report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
  - (k). approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
  - (l). deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - (m). elect a council, if the meeting is an annual general meeting;
  - (n). terminate the meeting.

#### **35. 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 15 minutes from the time appointed for an annual or special general meeting a quorum is not present the meeting shall stand adjourned for a further 15 minutes 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**

#### **36. 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 -- Miscellaneous**

#### **37. Interpretation**

- (1) In these bylaws:
  - (a).“Act” means the *Strata Property Act*, S.B.C. 1998, c.43 as amended from time to time and regulations made pursuant to the Act;
  - (b).“building” means the building containing the strata units located on the strata corporation property;
  - (c).“Manager” means an agent or employee of the property management company retained by the strata corporation from time to time to provide management assistance to the strata corporation.
- (2) Unless defined to the contrary in this section, all words used in these bylaws or the rules have the meaning ascribed to them in the Act.
- (3) Headings are inserted in these bylaws for convenience only and have no bearing on the interpretation of these bylaws.
- (4) If any bylaw or part of a bylaw is found to be illegal, unenforceable or void for any reason by a court of competent jurisdiction, such bylaw or part of a bylaw shall be deemed severed from the remainder and the remainder will remain in full force and effect.

#### **38. Personal Information and Privacy**

Application of Personal Information Protection Act (PIPA)

- (1) The Strata Corporation will adopt the provisions of PIPA, as amended from time to time, and the additional sections outlined below into these bylaws. The Strata Corporation must appoint a privacy officer.

Consent

- (2) It is understood that by enacting these bylaws, owners consent to the collection, use and disclosure of personal information by the Strata Corporation.

#### Delegation

- (3) The Strata Corporation may delegate its authority to collect, use and disclose personal information to another organization, such as a property management company, in order to manage Strata Corporation business.

#### Purposes for Collection, Use or Disclosure of Personal Information

- (4) The purpose for which the Strata Corporation will collect, use or disclose personal information include:
  - (a). Identify and communicate with each Strata unit owner/and or tenants;
  - (b). Process Strata fee payments;
  - (c). Respond to emergencies;
  - (d). Ensure the orderly management of the Strata Corporation;
  - (e). Comply with legal requirements; and
  - (f). Allow for the use of video surveillance to ensure the safety of owners/tenants/guests to the Strata Corporation property, to collect debts owed to the Strata Corporation, and to assess and address serious bylaw infractions.

#### Definition of Personal Information

- (5) The definition of "personal information" has the same meaning as in section 1 of the Personal Information Protection Act (PIPA) and can include, but is not limited to, the following examples:
  - (a). Name, address, and phone numbers of owners and tenants
  - (b). Email address of owners and tenants
  - (c). Banking information
  - (d). Emergency contact information
  - (e). Vehicle description and license plate numbers
  - (f). Pet information

#### Collection, Use and Disclosure of Personal Information

- (6) The Strata Corporation will not collect, use or disclose personal information except for the purposes as outlined in section 4 above unless it has received further consent from the individual to which the collection, use or disclosure affects, or as permitted or required under PIPA.
- (7) The Strata Corporation will ensure that its delegate, if applicable, adheres to the Strata Corporation's privacy policies.

#### Requests for information

- (8) Requests for personal information must be made in writing and provide sufficient details to identify the personal information being sought. Requests from a public body or a law enforcement agency should also include the statutory authority for making the request and include the file number of the incident.
- (9) Neither PIPA nor these bylaws give an individual the right to request and receive someone else's personal information unless that other individual provides written authorization for that access.
- (10) Requests permitted under PIPA or these bylaws are to be directed to the Privacy Officer (Strata Property Manager), designated by the Strata council,



- (11) The Privacy Officer will provide a response to the request within 30 days, unless extended under section 31 PIPA.
- (12) If the response is a refusal, the response will contain:
  - (a).the reasons for the refusal and the provision of PIPA or these bylaws on which the refusal is based;
  - (b).the Privacy Officer's contact information who can answer the applicant's questions about the refusal; and
  - (c).the ways in which the applicant can have the refusal reviewed by a commissioner employed by the Office of the information & Privacy Commissioner, as set out in section 47 PIPA.

Complaints, Concerns or Questions

- (13) Owners will direct any complaints, concerns or questions regarding the collection, use and disclosure of personal information to the Privacy Officer.

**Division 9 – Insurance and Other Perils**

**39. Insurance and Risk Allocation**

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every three 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:
  - i. that owner is responsible for the loss or damage; or

- ii. if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
    - (a).that owner; or,
    - (b).any member of the owner's family; or,
    - (c).the owner's pet(s); or,
    - (d).the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets,
    - (e).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 located in or fixture which forms a part of 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 which service only that strata lot; or,
    - xi. any other similar type of appliance, equipment or fixture.
      - (a).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,
      - (b).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, that the owner is responsible for, 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 June 1 of each fiscal year.
- (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.

