

**QUEENSPORT
STRATA PLAN VIS 1692**

**55 Songhees Road
Victoria, BC
V9A 6T3**

BYLAWS

May 23, 2019 AGM
June 12, 2019 LTO – Reg. CA7555069

Supplied to StrataDocs on 2019/08/02
Ordered by Ron Neal on 2019/09/06

Ordered By: Ron Neal of RE/MAX Alliance on Sep 06, 2019
Uploaded: Aug 02, 2019 Verified: Aug 02, 2019

STRATA PLAN VIS 1692

QUEENSPORT

BYLAWS INDEX

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

- 1 Payment of strata fees
- 2 Interest on late payment
- 3 Repair and maintenance of property by owner
- 4 Use of property
- 5 Pets
- 6 Inform Strata Corporation
- 7 Obtain approval before altering a strata lot
- 8 Obtain approval before altering common property
- 9 Permit entry to strata lot

Division 2 – Powers and Duties of Strata Corporation

- 10 Repair and maintenance of property by Strata Corporation

Division 3 – Council

- 11 Council size
- 12 Council members' terms
- 13 Removing council member
- 14 Replacing council member
- 15 Officers
- 16 Calling council meetings
- 17 Quorum of council
- 18 Council meetings
- 19 Voting at council meetings
- 20 Council to inform owners of minutes
- 21 Delegation of council's powers and duties
- 22 Spending restrictions
- 23 Fiscal year of Strata Corporation
- 24 User fees
- 25 Limitation on liability of council member

Division 4 – Enforcement of Bylaws and Rules

- 26 Maximum fine
- 27 Continuing contravention
- 28 Owner liable for legal costs
- 29 Small claims actions

Division 5 – Annual and Special General Meetings

- 30 Person to chair meeting
- 31 Voting
- 32 Order of business

Division 6 – Age Restriction

- 33 Deleted

Division 7 – Rental Restriction

- 34 Rental restriction bylaw

Division 8 – Insurance

- 35 Insurance

Division 9 – Miscellaneous

- 36 Ingress and egress
- 37 Sale of strata lots
- 38 Moving
- 39 Fees payable for records
- 40 Keys
- 41 Parking
- 42 Storage lockers
- 43 Security
- 44 Window Treatments
- 45 Security and Access on Ground Floor Units
- 46 Hot Water Tank
- 47 Severability

Supplied to StrataDocs on 2019/08/02
Ordered by Ron Neal on 2019/09/06

STRATA PLAN VIS 1692 - BYLAWS

QUEENSPORT

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

Payment of strata fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Interest on late payment

- 2 (1) The strata corporation may charge interest at the rate of TEN (10%) PER CENT per annum, compounded annually, on all late assessments.
- (2) The strata corporation may charge interest at the rate of TEN (10%) PER CENT per annum, compounded annually, on all late special levies.

Repair and maintenance of property by owner

- 3 (1) An owner must repair and maintain the owner's strata lot including any changes from its original condition, 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 must maintain, repair and replace any additions or alterations made to his/her strata lot, the common property or limited common property. The strata council may require proper drawings and engineering certification prior to giving approval, such to be prepared at the cost of the owner seeking approval. The owner further acknowledges that any changes to the building envelope will also require the consent of the remediation warranty provider.

Use of property

- 4 (1) An owner, tenant, occupant or invitee must not use a strata lot, the common property or common assets contrary to any of the following bylaws:
 - (a) in a way that causes a nuisance or hazard to another person,
 - (b) in a way that causes unreasonable noise, and owners, tenant and occupants shall ensure that noise is kept to a minimum between the hours of 11:00 p.m. and 7:00 a.m. and they shall not operate washers, dryers, vacuum cleaners, exercise equipment, jacuzzi tubs or garbage disposals during these hours.

- (c) in a way that unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot, and no owner, tenant or occupant shall annoy, harass or disturb any other owner, tenant, occupant or invitee.
 - (d) in a way that is illegal or is contrary to any statute, ordinance, bylaw or regulation of any governmental authority whether Federal, Provincial or Municipal.
 - (e) in a way that 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.
 - (f) in a way that will increase the risk of fire or the rate of fire insurance premiums.
 - (g) in any way use the plumbing or electrical systems for any purpose other than those for which they were constructed.
- (2) In addition, owners, tenants and occupants shall comply with the following bylaws relating to the use of strata lots, limited common property and common property:
- (a) no owners, tenants, occupants or invitees shall cause or produce any unacceptable smell or vibration in or about any strata lot or the common property.
 - (b) owners, tenants and occupants and invitees shall not use a waterbed or water filled furniture or aquarium in excess of 30 gallons in any strata lot unless they carry appropriate insurance.
 - (c) owners, tenants, occupants and invitees shall not shake any mops, rags, or rugs from any window, door, balcony or patio and no dirt, rubbish or litter of any kind shall be swept from or thrown from any window, door, balcony or patio. Hosing of second and third floor balconies is not permitted.
 - (d) owners, tenants, occupants and invitees shall not feed wild birds from their strata lot or the common property other than hummingbirds from appropriate hummingbird feeders.
 - (e) owners, tenants, occupants and invitees shall not store or permit to be stored in or about their strata lot or the common property any flammable, explosive or hazardous materials save and except for one certified propane cylinder which must be stored outside in a well ventilated location.
 - (f) owners, tenants and occupants shall:
 - (i) use their strata lot as a single family residence;
 - (ii) not cause or permit their strata lot to be used as a time share;
 - (iii) not cause or permit boarders to reside in their strata lot; for purposes of this Bylaw a boarder is defined as any individual who pays a resident owner to reside with the resident owner, and who is not:

- (A) a registered owner of the strata lot;
 - (B) a Family Member of the registered owner as that term is defined in the Strata Property Regulation, namely, a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner;
 - (C) a Spouse of the Owner, defined in the Strata Property Regulation as including 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;
- (iv) not participate or engage in any home exchange, home swap, or similar program or arrangement respecting their strata lot;
 - (v) not conduct any business or commercial activity from their strata lot which results in customers, clients or members of the public attending the strata lot.
 - (vi) Owners and tenants are responsible to ensure that this bylaw is not violated by their visitors, guests or invitees, and may be the subject of bylaw enforcement proceedings for not meeting that responsibility including imposition of fines and other sanctions.
- (g) owners, tenants and occupants shall not install or permit to be installed any radio, telephone or television antennae on the exterior of the building nor shall they display any sign, banner, poster or other material save and except as permitted under Federal or Provincial Election laws and one for sale sign on the strata corporation sign board.
 - (h) owners, tenants, occupants and invitees shall not hang clothing or bedding of any kind from a balcony, patio, window or door so as to be visible from the exterior of the strata corporation building.
 - (i) owners, tenants, occupants and invitees shall not leave personal property, including golf cart or shopping carts, in or about the common property areas except parking stalls and in no case shall skateboards, two wheeled scooters, roller blades or similar devices be used or operated on the common property. All items left on the common property are at the risk of the owner and may be removed by the strata council without notice.
 - (j) owners, tenants, occupants and invitees shall store their bicycles in the designated bike racks or in their basement storage locker.
 - (k) owners, tenants and occupants shall not install any awnings or shades over any window, door, balcony or patio without the written consent of the strata council.
 - (l) owners, tenants and occupants shall not use balconies or patios for the

storage of anything other than appropriate patio furniture, planters and barbecues. Only free standing lattices are permitted on patios or balconies, nothing may be attached to the building. Owners may use Christmas lights during the months of December and January provide that they do not make any holes in the exterior of the building.

- (m) owners, tenants and occupants shall not permit anything to be done that may cause damage to the plants, flowers or lawns, and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or prevent growth, or interfere with the cutting of the lawns or the maintenance of the grounds generally without the consent of the strata council.
 - (n) owners, tenants and occupants shall not permit children to play in the hallways, stairways or other common areas.
 - (o) all complaints by an owner, tenant or occupant must be in writing and delivered to the property manager.
 - (p) owners, tenants and occupants shall not use any natural Christmas tree in any strata lot or on the common property. All artificial decorations must be of fireproof material and be of sufficient quality to pass inspection by the Fire Department. All residents are encouraged to have a working fire extinguisher.
 - (q) owners, tenants and occupants shall ensure that wet and kitchen garbage is placed in plastic bags and securely fastened. All residents shall recycle any material for which recycling containers are provided, that is non-waxed clean cardboard, clean paper and newspapers, magazines, catalogues and plastic, tin and glass containers and otherwise dispose of all other garbage in the strata corporation garbage bin. All cardboard boxes must be flattened. Any items too large for the bin must be disposed of by the owner, tenant or occupant at their expense.
 - (r) owners, tenants and occupants shall not place any ornaments, plants or other items in the common hallways other than a small mat at their entrance way.
- (3) Smoking Prohibition
- (a) “Smoking” for the purposes of this Bylaw,
 - (i) means releasing into the air gases, particles, or vapors as a result of combustion , electrical ignition or vaporization, (ie. vaping) for the apparent purpose of human inhalation of the gases, particles or vapors; and
 - (ii) Includes, but is not limited to, tobacco smoking, smoking using electronic cigarettes, cannabis (also known as marijuana) smoking and drug smoking.

- (b) Smoking is prohibited everywhere within the boundaries of strata plan VIS1692, including all strata lots, limited common property, if any, and all common property, whether interior or exterior.
 - (c) For more clarity the common property in strata plan VIS1692 includes lawns and gardens, exterior surface parking areas, the common property walk-way, and the underground parkade.
 - (d) Owners and tenants are responsible to ensure this Bylaw 4.2 is not violated by their visitors, guests or invitees, and may be the subject of bylaw enforcement proceedings for not meeting that responsibility including imposition of fines and other sanctions.
- (4) Cannabis cultivation and selling prohibition
- (a) Owners, tenants, occupants and visitors shall not:
 - (i) grow or attempt to grow, produce, process, or manufacture cannabis, cannabis plants, seeds, or cannabis products as those terms are or may be defined in the Canadian *Cannabis Act* or the British Columbia *Cannabis Control and Licensing Act*, as they are amended from time to time, anywhere in or on the common property, the limited common property, if any, or a strata lot;
 - (ii) sell cannabis in any form from anywhere within the entirety of the property comprising strata plan VIS1692 including the strata lots, limited common property, if any, and all common property, whether interior or exterior.
 - (b) Owners and tenants are responsible to ensure this Bylaw is not violated by their visitors, guests or invitees, and may be the subject of bylaw enforcement proceedings for not meeting that responsibility, including fines and other sanctions.
- (5) Prohibition of temporary accommodation (e.g. AirBnB or similar)
- (a) No strata lot nor any part of a strata lot can be used for tourist accommodation, transient accommodation, temporary accommodation or vacation stays, and for greater clarity, no 'Airbnb', 'Vacation Rental By Owner' or similar activities, services or advertising respecting a strata lot are permitted.
 - (b) The occupancy of a strata lot in a manner described in Bylaw 4(4)(a) or in a manner substantively similar to the occupancies described in Bylaw 4(4)(a) is an occupancy under a license and is not a 'rental' of a strata lot as that term is used in Part 8 of the Act, and the provisions of Part 8 of the Act are not applicable to such a licensed occupancy.

- (c) The occupancy of a strata lot in a manner described in Bylaw 4(4)(a) or in a manner substantively similar to the occupancies described in Bylaw 4(4)(a) is an occupancy under a license and is not a 'rental' of a strata lot as that term is used in Bylaw 34 (rental restriction bylaw), and the provisions of Bylaw 34 are not applicable to such a licensed occupancy.
 - (d) Owners and tenants are responsible to ensure this bylaw is not violated by their visitors, guests or invitees, and may be the subject of bylaw enforcement proceedings for not meeting that responsibility including imposition of fines and other sanctions.
- (6) An owner, tenant, occupant or invitee must not cause damage 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, reasonable wear and tear excepted. Owners are responsible for the acts of their tenants and any other person they admit to the strata corporation.

Pets

- 5**
- (1) Owners, tenants and occupants and invitees may not keep pets of any kind in or about any strata lot or the common property except for:
 - (a) a reasonable number of aquarium fish;
 - (b) TWO (2) domestic house cats, neutered or spayed;
 - (c) ONE (1) small dog not more than 20 pounds in weight fully grown.
 - (2) Dogs must be carried or on a leash at all times while on the common property.
 - (3) dog owners must clean up after their pets and dispose of any excrement in an appropriate manner;
 - (4) should any pet cause a nuisance, as determined by the strata council, that is by noise, damage to common property or aggressive behaviour to other residents, then the council will issue a warning letter to the owner, and if such behaviour continues then the council may require the permanent removal of the pet on FOURTEEN (14) DAYS written notice.

Inform Strata Corporation

- 6**
- (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.
 - (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name and must acknowledge receipt of a copy of the bylaws and rules.

Obtain approval before altering a strata lot

- 7 (1) An owner must obtain the written approval of the strata corporation and of any remediation warranty provider before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) stairs, balconies or other things attached to the exterior of a building;
 - (d) doors or windows on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (e) common property located within the boundaries of a strata lot;
 - (f) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation may require that the owner provide detailed plans and specifications and may also require certification of a structural engineer if such is appropriate prior to giving or denying their consent. The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration. The owner shall indemnify and save harmless the strata corporation from all costs relating to the alteration now and in the future.
The owner may not make any alterations in any case without the consent of the remediation warranty provider if it will affect the building envelope.
- (3) (a) Owners shall apply for approval of renovations as required under the Act, these Bylaws, and Rules. The strata corporation council may provide the owner with an application for approval form for completion by the lot owner which describes the alteration and includes such information as may be required. Council may require detailed renovation plans and drawings, particularly alterations affecting services and relocations of kitchen range vents, laundry, bathroom or fresh air vents which require approval.
- (b) The Strata may also provide a form of Guidelines for the assistance of owners.
- (4) Prior to the commencing installation of any type of flooring material, the owner must first apply in writing to Council for approval. Council will have reasonable time to review and provide their decision. Council may require that the owner applicant complete an application form setting out the attenuation underlay, including source of rating figure, method of attachment to strata sub-floor; name of the firm or trades installer doing the actual floor installation. The application must include details of the type of flooring to be installed, including the sound attenuation steps to be taken. Council may require copies of materials

invoices. The Property Manager, a member of Council, or their agent may inspect the wood and related product upon delivery, as well as the site during installation.

Hardwood flooring must be solid wood or engineered hardwood. Laminate flooring is not acceptable. All carpet or hardwood flooring must have underlay material designed to attenuate sound transmission. Hardwood flooring must have a soundproofing underlay with a minimum rating of FIIC 63 or equivalent, consistent with the type of floor it is going over.

Removal of the concrete sub-floor is not permitted. Bathrooms, kitchen, and the immediate hall entryway may have stone or ceramic tile flooring. Broadloom must be installed with an adequate underlay acceptable to Council.

- (5) An owner proceeding with an alteration is required to observe the following:
- (a) Contractors and Trades: Gas, Electrical Plumbing and HVAC venting alterations must be done by qualified ticketed trades. Contractors must be qualified professionals, licensed, and carry liability insurance and WorkSafe coverages.
 - (b) Permits: Permits must be obtained for gas, electrical, plumbing, etc. as required by the City of Victoria, as well being in compliance with all applicable building codes.
 - (c) Building security: The three Strata front doors are not to be left propped open, unless the suite owner or appointee is in constant attendance at the door to prevent entry by anyone not able to show a front door key.
 - (d) Common Property – No work is allowed on the common property. Work is to be done inside the suite only or in a closed off area on the balcony/patio - but only if arrangements have been made that will contain and prevent dust or debris from escaping so as to avoid impacting other units and the environment.
 - (e) Clean-up: Owners must ensure that contractors clean up after themselves DAILY on all common property areas affected by the work or by transportation of drywall dust, materials and wastes, including walkways, stairways, elevator, lobby and parking areas.
 - (f) Waste Disposal: All construction debris must be removed off-site and not placed inside the strata's garbage and recycling bins. Dumpsters are not allowed in the North visitor parking area. Proper arrangements for the disposal of all waste materials are the responsibility of the owner.
- (6) (a) Strata lot renovations which may create a disturbance (noise, dust, odour) to other strata lots or to the common property are only permitted to be done between the hours of 8:00 a.m. to 5:30 p.m., Monday through Friday. No such work shall be permitted on Statutory Holidays.
- (b) Work may be permitted inside a unit on Saturdays but only between the hours of 9:00 am and 3:00 pm so long as is a non-noise generating type of work, such as painting, wallpapering, other light work, not involving floor work, grinding, hammering, or other noisy power tools.

Obtain approval before altering common property

- 8**
- (1) An owner and the strata council must obtain approval of the strata corporation by 3/4 vote before making any alteration to common property, including limited common property, or common assets.
 - (2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and in no case can an owner make such alterations without the consent of the remediation warranty provider if it will have affect the building envelope.

Permit entry to strata lot

- 9**
- (1) An owner, tenant, occupant or invitee 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, and the reason for entry.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 10** 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

- (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of the building;
 - (B) the exterior of the building;
 - (C) stairs, balconies and other things attached to the exterior of the building;
 - (D) doors and windows on the exterior of the building or that front on the common property and are causing damage to the building;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to
 - (i) the structure of the building,
 - (ii) the exterior of the building,
 - (iii) stairs, balconies and other things attached to the exterior of the building,
 - (iv) doors and windows on the exterior of the building or that front on the common property and this shall include the replacement of double glazed glass units should the internal seal fail.
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

PROVIDED ALWAYS that the strata corporation is not obligated to maintain, repair or replace any improvements made by an owner pursuant to bylaw 3 (3) and/or 7, or any such improvements in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the owner for the time being of the strata lot which has the benefit of such improvement.

Division 3 – Council

Council size

- 11** (1) The council must have at least three (3) and not more than seven (7) members.
- (2) Definitions:
 - (a) “Immediate Family Member” means a parent, Spouse, child or grandchild of the owner or a parent, child or grandchild of the Spouse of the owner;

- (b) “Spouse” includes an individual who 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) An Immediate 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 owner of the Strata Lot first provides the Strata Corporation with approval in writing; and,
 - (b) The Immediate Family Member is 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.

Council members’ terms

- 12** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.
- (3) An owner may not stand for election to the strata council or continue to sit on the strata council if they are in arrears in the payment of any assessments or special levies for a period of 30 days and the strata corporation is in a position to file a lien on his/her strata lot under Section 116 of the Strata Property Act.

Removing council member

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

Replacing council member

- 14**
- (1) If a council member resigns or is unwilling or unable to act for two or more meetings, 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) 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 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 15**
- (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 two or more meetings, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 16**
- (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
 - (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 possible after the meeting has been called.

Quorum of council

- 17** (1) A quorum of the council is:
- (a) 2 where the council consists of 4 members;
 - (b) 3 where the council consists of 5 or 6 members; and
 - (c) 4 where the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing a quorum.

Council meetings

- 18** (1) At the option of the council, council meeting may be held by electronic means, including conference telephone calls, 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 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.

Voting at council meetings

- 19** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 20 (1) The council must inform owners of the minutes of all council meetings within 4 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 21 (1) Subject to subsections (2) to (4), the council may by resolution 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) No member of the strata council shall act unilaterally except in the case of an emergency.

Spending restrictions

- 22 (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) Pursuant to Section 98 of the *Strata Property Act SBC 1998, Chapter 43*, the strata council may not make an expenditure that is not provided for in the budget or approved by a 3/4 vote unless the total annual amount of such expenditures for the fiscal year is less than **FIFTEEN THOUSAND (\$15,000.00) DOLLARS** and such has been approved by a majority resolution of the strata council and no single expenditure is greater than **FOUR THOUSAND (\$4,000.00) DOLLARS**.

- (3) Notwithstanding subsections (1) and (2) the strata council may spend the strata corporation's money to repair or replace common property or common assets if repair or replacement is required immediately to ensure safety or prevent significant loss or damage.

Fiscal year of strata corporation

- 23** (1) The fiscal year of the strata corporation shall be April 1st to the following March 31st unless this bylaw is amended.

User fees

- 24** (1) The strata council may charge the following user fees:
- (a) extra parking: \$15.00 per month
 - (b) there is also a coin operated car wash
 - (c) there is a move-in fee of \$50.00 payable prior to taking possession of any strata lot.

Limitation on liability of council member

- 25** (1) A council member who acts honestly and in good faith and within the limits of his or her authority 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 liability, as an owner, for a judgement against the strata corporation.
- (3) Provided the council member has acted honestly and in good faith and within the limits of his or her authority, the strata corporation shall indemnify the council member for their reasonable legal costs in responding to a claim of wrongdoing on a solicitor and own client basis.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

- 26** (1) The strata corporation may fine an owner or tenant a maximum of
- (a) up to \$200.00, in the discretion of the strata council, for each contravention of a bylaw (save and except for a rental bylaw where the fine may be not more than \$500.00), and
 - (b) up to \$50.00, in the discretion of the strata council, for each contravention of a rule.

- (c) up to \$500.00 in the discretion of the strata council, for a breach of those parts of Bylaw 34 (rental restriction bylaw) that prohibit or limit the rental of a strata lot.
- (d) Up to \$1,000.00, in the discretion of the strata council, for a breach of Bylaw 4 (5).

Continuing contravention

- 27 (1) Subject to Bylaw 27(2), if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.
- (2) The maximum frequency that the Strata Corporation may impose a fine for a continuing contravention of Bylaw 4(5) is daily.

Owner liable for legal costs

- 28 (1) Should the strata corporation undertake any legal action or arbitration with respect to a breach by an owner, tenant or occupant of any strata lot of the *Strata Property Act*, the *Strata Property Regulations*, the bylaws or rules or any amendments thereto, then if the strata corporation is successful the owner of the strata lot shall be responsible for and shall pay all of the strata corporation's legal costs incurred on a solicitor and own client basis.

Small claims actions

- 29 (1) Notwithstanding the terms and conditions of the *Strata Property Act* the strata council may commence and proceed with a small claims action against an owner without the necessity of first obtaining the consent of the owners by a 3/4 vote.

Division 5 – Annual and Special General Meetings

Person to chair meeting

- 30 (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.

Voting

- 31 (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) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (6) No owner may vote at an annual or special general meeting, except in cases of a unanimous vote, where the strata corporation is entitled to file a lien on his/her strata lot under section 116 for non-payment of assessments or a special levy.
- (7) The outcome of all elections to the strata council shall be announced by the chair including the number of votes cast for each candidate.

Order of business

- 32** (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;
 - (e) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve minutes from the last annual or special general meeting;
 - (f) deal with unfinished business;
 - (g) 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;
 - (h) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (i) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (j) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (k) deal with new business, including any matters about which notice has been given under section 45 of the Act;

- (l) elect a council, if the meeting is an annual general meeting;
- (m) terminate the meeting.

Division 6 – Age Restriction

Age restriction

- 33** (1) Deleted

Division 7 – Rental Restriction bylaw

Rental restriction bylaw

- 34** (1) The number of strata lots that may be leased at any one time is limited to THREE (3).
- (1.1) Pursuant to section 141(2)(b)(ii) of the *Strata Property Act*, the minimum period of time that a strata lot may be rented or leased for is one (1) year.
 - (2) An owner wishing to lease a strata lot must apply in writing to the strata council for permission to rent before entering into a tenancy agreement. This bylaw applies every time an owner seeks to enter into a tenancy agreement with a new tenant, such that the strata council's permission to lease a strata lot expires and is revoked at the end of each tenancy.
 - (3) If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in subsection (1), excluding exempt strata lots pursuant to ss. 142, 143 and 144 of the *Strata Property Act*, the council must refuse permission and notify the owner in writing, as soon as possible stating that the limit has been reached or exceeded and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.
 - (4) If the limit stated in subsection (1) has not been reached at the time the owner applies for permission to rent, excluding exempt strata lots pursuant to ss. 142, 143 and 144 of the *Strata Property Act*, the strata council shall grant permission and notify the owner of the same in writing as soon as possible.
 - (5) An owner receiving permission to lease a strata lot must exercise the permission within 60 days from the date that the strata council granted the permission, otherwise the permission expires. During the 60 days immediately following the grant of permission, the strata lot will be deemed leased or rented for the purposes of the limit stated in subsection (1).
 - (6) Prior to possession of a strata lot by a tenant, an owner shall deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K.

- (7) Within two weeks of renting a strata lot, the landlord 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 *Strata Property Act*.
- (8) An owner shall not permit their tenants to sublet their strata lot.
- (9) This rental restriction bylaw does not apply to prevent the rental of a strata lot to a member of the owner's family.
 - (a) For the purposes of this bylaw Family Member has the meaning set out in the *Strata Property Act* and *Strata Property Regulations*, namely:
 - (i) "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.
 - (ii) "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.
- (10) An owner who wishes to lease or rent his strata lot pursuant to a hardship exemption pursuant to section 144 of the *Strata Property Act* shall:
 - (a) apply in writing to the Strata Corporation for permission to lease or rent pursuant to a hardship exemption and the application shall include the following:
 - (i) the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
 - (ii) 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;
 - (iii) 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,
 - (iv) any other information or documents shall be provided as may reasonably be requested by the strata council;
 - (b) If the owner requests a hearing, then the Strata Corporation shall:
 - (i) hear the owner or the owner's agent within three (3) weeks after the date the application is given to the strata corporation; and
 - (ii) provide its written decision within one week of the hearing;
 - (c) If the owner does not request a hearing, then the Strata Corporation shall provide its written decision within two weeks of the receipt of the application.
 - (d) An application for an exemption shall be allowed if the Strata Corporation does not give its written decision to the owner in the times specified by subsections 10(b) and 10(c) above.

- (11) Where an owner leases a strata lot in contravention of this rental restriction bylaw, the owner is subject to a fine of \$500.00 for each seven (7) day period that the strata lot is rented in contravention of these Bylaws, and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation to enforce the rental restriction bylaws shall be the responsibility of the contravening owner and recoverable from the owner on a solicitor and own client basis by the strata corporation.

Division 8 – Insurance

Insurance and Liability for Water Escape

- 35**
- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every two to four 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's repair or replacement costs plus any losses or damages to a strata lot, the common property, the limited common property or the contents of same, if that owner, or that owner's family member(s), pets, guests, employees, contractors, agents, tenants, volunteers, or their pets is(are) responsible for the loss or

damage 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 or failure of any appliance, equipment or fixture located in the owner's strata lot including, but not limited to the following:
 - (i) waterbeds
 - (ii) dishwasher;
 - (iii) refrigerator with ice/water dispensing capabilities;
 - (iv) garburator;
 - (v) hot water tank;
 - (vi) washing machine;
 - (vii) toilet, sink, bathtub and/or shower;
 - (viii) air conditioner;
 - (ix) fish tank;
 - (x) fireplace;
 - (xi) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or,
 - (xii) 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 Homeowner Package 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) the owner's unit entitlement portion of the Strata Corporation's Earthquake Insurance coverage;
 - (d) any Alteration; and,
 - (e) any betterments or changes to the buildings or fixtures built by the developer.

Division 9 – Miscellaneous

Ingress & egress

- 36** (1) Owners, tenants, occupants and invitees shall only use walkways, driveways and other means of ingress and egress for access to the strata corporation building and parking areas and shall ensure that such areas are kept free of obstruction at all times.
- (2) All motor vehicles shall be parked in designated parking stalls only. A violation of this bylaw may result in the council having the motor vehicle towed at the owner's expense.

Sale of strata lots

- 37** (1) Owners shall notify the strata council when listing their strata lot for sale and shall provide it with the name, address and telephone numbers of the Realtor. Owners must ensure that their Realtor receives a copy of the bylaws and is aware of the rules about signs and open houses.
- (2) "REAL ESTATE OPEN HOUSE" signs may be displayed on the building premises only during open house hours but signs are not permitted in any windows, on balconies or on exterior walls.
- (3) Open houses must take place between the hours of 10:00 a.m. and 5:00 p.m.

- (5) Prospective purchasers must be escorted at all times while in the building and in no case shall entrance doors be left open or unsecured.
- (6) Real estate lock boxes may not be placed on the common property.

Moving

- 38**
- (1) The moving of household effects and furniture into or out of a strata lot shall be done only between the hours of 8:00 a.m. and 5:00 p.m. unless otherwise authorized by the strata council.
 - (2) At least SEVEN (7) days written notice of any such move must be given to the management company and/or strata council and arrangements must be made for the proper use of the elevator.
 - (3) Owners are responsible for any damage that is caused to the common property as a result of a move into or out of the building.
 - (4) The owner shall remove all goods and chattels from the common property within TEN (10) days of the sale or lease of their strata lot, unless prior written permission is granted to the contrary by the strata council. Any goods or chattels not so removed may be removed and sold by the strata council. Any costs incurred thereby may be recovered by the strata council from the owner, or may be deducted from the proceeds of sale by the strata council.
 - (5) Moving vans are to be parked on the street for loading and unloading. They are not permitted in the driveway.

Fees payable for records

- 39**
- (1) The strata corporation may charge a fee of TWENTY-FIVE (\$.25) CENTS per page for copies of documents or records that are requested by an owner. In addition, they may charge the sum of FIFTEEN (\$15.00) DOLLARS for a Certificate of Payment, Form F, and THIRTY-FIVE (\$35.00) DOLLARS for a Certificate of the Strata Corporation, Form B. Provided always that should the permissible fees be increased by Regulation, the strata corporation may charge the higher amounts as set out in the Regulation.

Keys

- 40**
- (1) The strata council has master keys to allow access in cases of emergency.
 - (2) Owners who have changed the original locks must have them rekeyed to the master key to provide access to the strata lot in case of emergency. Owners failing to do so are solely responsible for the costs of repairs resulting from forced entry in an emergency.

Parking

- 41**
- (1) One (1) parking stall will be allocated by the strata council for the exclusive use of each strata lot. Parking stalls shall be used only for the parking of motor vehicles, shopping carts

and golf carts. Nothing parked in a parking stall shall extend beyond the dimensions of the stall. The strata council to confirm the allocation annually.

- (2)
 - (i) Additional parking stalls may be rented on a monthly basis on a first come first served basis. Owners wishing additional parking may request that their name be added to a waiting list.
 - (ii) Extra parking stalls will be allocated by strata council for owner/tenant use only. They will not be assigned for the use of guests or family members. A request, in writing, must be submitted to the strata council for approval, stating the reason for requesting this extra stall.
- (3) Owners renting an additional parking stall will relinquish the same on the sale of their strata lot or if renting their strata lot on the change of tenant. Tenants renting an additional parking stall shall relinquish the same at the end of their tenancy.
- (4) No repair work of any kind shall be done on any vehicle and in no case shall an owner store or keep a derelict or unlicensed vehicle on the common property unless the vehicle has satisfactory insurance and its storage has been approved by the strata council in writing. Owners of vehicles leaking gasoline, diesel or oil shall be responsible for the costs of cleaning up the leaked fluids and for restoring the parking lot surface if it is damaged.
- (5) Vehicles shall only be washed in the area designated by the strata council and in such a manner as not to disturb other residents.
- (6) The use of a visitor's parking stall for more than 24 hours must be approved by the strata council.
- (7) No moving vans are permitted to be parked on the common property.
- (8) Vehicle speed in the parkade, parkade ramp and main entrance is limited to 15 kph.
- (9) Bicycles, mopeds, motorcycles and other similar vehicles are not permitted in the elevator, corridors or stairwells of the building.
- (10) owners, tenants and occupants:
 - (a) shall not park in the visitor parking stalls except to load or unload their vehicle;
 - (b) shall not rent or lease their designated parking space to a non-resident;
 - (c) shall obtain strata council's approval before permitting a visitor to park in their primary designated parking stall, and will provide the strata council with the vehicle make, model, license plate number, visitor's name, and expected duration that the vehicle will be parked in their space.
- (11) Any vehicle parked in contravention of this bylaw may be towed at the owner's expense.

Storage lockers

- 42 (1) One storage locker shall be allocated for the use of each strata lot. The strata council shall confirm the allocation of storage lockers annually.

Security

- 43 (1) Owners, tenants and occupants shall notify the secretary of the strata council, in writing, of the name, address and telephone number of their next-of-kin or person to contact in case of illness or emergency.
- (2) The physical security of the entire building is of utmost importance and rests with all residents. Visitors, tradesmen or servicemen should not be admitted to the building without the specific authority of the owner of the strata lot being called on. If any doubt exists, the door-opening mechanism should not be activated until identification has been confirmed.
- (3) Owners, tenants and occupants must secure all doors and windows in their strata lot prior to leaving it unattended and shall pay due regard to the security of doors permitting entry to the building.
- (4) Any owner, tenant or occupant planning on being away for more than seven days must, for security reasons, notify the strata council.
- (5) The strata council retains the right to control and limit access into the building by all peddlers, solicitors, delivery and salespersons.

Window Treatments

- 44 (1) Solid panel or horizontal Venetian type blinds are acceptable window treatments. In all cases colours as seen from the outside the building must be neutral, such as white, cream, bone or ivory.
- (2) Windows may not be covered with material other than the proper blinds, curtains, drapery or shutters. Without limiting the generality of the foregoing no windows may be covered with tin foil, towels, flags or the like.
- (3) All windows on the exterior of the building are “common property”, therefore no owner, tenant or occupant may apply film, such as reflective, darkening, safety or ultraviolet, on either the interior or exterior surfaces of any windows.

Security and Access on Ground Floor Units

- 45 (1) An owner, tenant, occupant or visitor shall use ground floor patio doors **ONLY** as a means to ingress or egress the patio area. In no case shall the patio door be used as a general street entrance to the strata lot from the outside of the building.

Hot Water Tank

- 46** (1) Owners, tenants and occupants shall:
- (a) provide the strata council with the serial number and date of manufacture and installation of their hot water tank and the details regarding the length of the hot water tank's manufacturer's warranty;
 - (b) replace their hot water heater prior to the expiration of their hot water tank's factory warranty; and
 - (c) provide the strata council with proof of the replacement of their hot water tank.
- (2) Should the owner, tenant, or occupant fail or refuse to replace their hot water tank within the warranty period, the strata corporation may, enter into the strata lot and replace the hot water tank at the owner's cost.

Severability

- 47** (1) For the purposes of interpretation of these bylaws and any amendments, additions or alterations to them, each heading, paragraph, and subparagraph shall be deemed to be a separate section with the intent that should an Arbitrator or Court of Competent Jurisdiction find that any such heading, paragraph or subparagraph of these bylaws or any amendments is void for uncertainty or is ultra vires the strata corporation or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and the remaining heading, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and such heading, paragraphs and subparagraphs shall remain in force and effect.

END OF DOCUMENT

Supplied to StrataDocs by Ron Neal on 2019/08/02
Ordered by Ron Neal on 2019/09/06

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

**QUEENSPORT
STRATA PLAN 1692**

**55 Songhees Road
Victoria, BC
V9A 6T3**

BYLAWS

July 30, 2002 – ET087559

Amended April 24, 2003 – EV040516

Amended April 18, 2005 – EX050846

Amended April 25, 2006 – FA048093

Amended May 14, 2009 – FB266088

Amended June 22, 2010 – FB354611

Amended May 26, 2011 – FB0415619

Amended May 31, 2017 – CA6032881

Amended May 24, 2018 – CA6837791

Supplied to *[faded]* on 2019/07/03
Ordered by *[faded]* 2019/09/06

Ordered By: Ron Neal of RE/MAX Alliance on Sep 06, 2019
Uploaded: Jul 03, 2018 Verified: Jul 03, 2018

STRATA PLAN 1692

QUEENSPORT

BYLAWS INDEX

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

- 1 Payment of strata fees
- 2 Interest on late payment
- 3 Repair and maintenance of property by owner
- 4 Use of property
- 5 Pets
- 6 Strata Corporation
- 7 Obtain approval before altering a strata lot
- 8 Obtain approval before altering common property
- 9 Permit entry to strata lot

Division 2 – Powers and Duties of Strata Corporation

- 10 Repair and maintenance of property by Strata Corporation

Division 3 – Council

- 11 Council size
- 12 Council members' terms
- 13 Removing council member
- 14 Replacing council member
- 15 Officers
- 16 Calling council meetings
- 17 Quorum of council
- 18 Council meetings
- 19 Voting at council meetings
- 20 Council to inform owners of minutes
- 21 Delegation of council's powers and duties
- 22 Spending restrictions
- 23 Fiscal year of Strata Corporation
- 24 User fees
- 25 Limitation on liability of council member

Division 4 – Enforcement of Bylaws and Rules

- 26 Maximum fine
- 27 Continuing contravention
- 28 Owner liable for legal costs
- 29 Small claims actions

Division 5 – Annual and Special General Meetings

- 30 Person to chair meeting
- 31 Voting
- 32 Order of business

Division 6 – Age Restriction

- 33 Deleted

Division 7 – Rental Restriction

- 34 Rental restriction bylaw

Division 8 – Insurance

- 35 Insurance

Division 9 – Miscellaneous

- 36 Ingress and egress
- 37 Sale of strata lots
- 38 Moving
- 39 Fees payable for records
- 40 Keys
- 41 Parking
- 42 Storage lockers
- 43 Security
- 44 Severability
- 45 Window Treatments
- 46 Structural Changes (Deleted)
- 47 Flooring
- 48 Security and Access on Ground Floor Units
- 49 Renovation
- 50 Hot Water Tank

Supplied to StrataDocs on 2018/07/03
Ordered by Ron Neal on 2019/09/06

Reg. No. ET087559 July 30, 2002
Amendments - Reg. No. EV040516 April 24, 2003
Amendments – Reg. No. EX050846 April 18, 2005
Amendments – Reg. No. FA048093 April 25, 2006
Amendments – Reg. No. FB266088 May 14, 2009
Amendments – Reg. No. FB354611 June 22, 2010
Amendments – Reg. No. FB0415619 May 26, 2011
Amendments – Reg. No. CA6032881 May 31, 2017
Amendments – Reg. No. CA6837791 May 24, 2018

STRATA PLAN 1692 - BYLAWS

QUEENSPORT

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

Payment of strata fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Interest on late payment

- 2 (1) The strata corporation may charge interest at the rate of TEN (10%) PER CENT per annum, compounded annually, on all late assessments.
- (2) The strata corporation may charge interest at the rate of TEN (10%) PER CENT per annum, compounded annually, on all late special levies.

Repair and maintenance of property by owner

- 3 (1) An owner must repair and maintain the owner's strata lot including any changes from its original condition, 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 must maintain, repair and replace any additions or alterations made to his/her strata lot, the common property or limited common property. The strata council may require proper drawings and engineering certification prior to giving approval, such to be prepared at the cost of the owner seeking approval. The owner further acknowledges that any changes to the building envelope will also require the consent of the remediation warranty provider.

Use of property

- 4 (1) An owner, tenant, occupant or invitee must not use a strata lot, the common property or common assets contrary to any of the following bylaws:
- (a) in a way that causes a nuisance or hazard to another person,
 - (b) in a way that causes unreasonable noise, and owners, tenant and occupants shall ensure that noise is kept to a minimum between the hours of 11:00 p.m. and 7:00 a.m. and they shall not operate washers, dryers, vacuum cleaners, exercise equipment, jacuzzi tubs or garbage disposals during these hours.
 - (c) in a way that unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot, and no owner, tenant or occupant shall annoy, harass or disturb any other owner, tenant, occupant or invitee.
 - (d) in a way that is illegal or is contrary to any statute, ordinance, bylaw or regulation of any governmental authority whether Federal, Provincial or Municipal.
 - (e) in a way that 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.
 - (f) in a way that will increase the risk of fire or the rate of fire insurance premiums.
 - (g) in any way use the plumbing or electrical systems for any purpose other than those for which they were constructed.
- (2) In addition, owners, tenants and occupants shall comply with the following bylaws relating to the use of strata lots, limited common property and common property:
- (a) no owners, tenants, occupants or invitees shall cause or produce any unacceptable smell or vibration in or about any strata lot or the common property.
 - (b) owners, tenants and occupants and invitees shall not use a waterbed or water filled furniture or aquarium in excess of 30 gallons in any strata lot unless they carry appropriate insurance.
 - (c) owners, tenants, occupants and invitees shall not shake any mops, rags, or rugs from any window, door, balcony or patio and no dirt, rubbish or litter of any kind shall be swept from or thrown from any window, door, balcony or patio. Hosing of second and third floor balconies is not permitted.

- (d) owners, tenants, occupants and invitees shall not feed wild birds from their strata lot or the common property other than hummingbirds from appropriate hummingbird feeders.
- (e) owners, tenants, occupants and invitees shall not store or permit to be stored in or about their strata lot or the common property any flammable, explosive or hazardous materials save and except for one certified propane cylinder which must be stored outside in a well ventilated location.

Amended at AGM, May 13, 2010

Reg. No. FB354611, June 22, 2010

- (f) owners, tenants and occupants shall:
 - (i) use their strata lot as a single family residence;
 - (ii) not cause or permit their strata lot to be used as a time share;
 - (iii) not cause or permit boarders to reside in their strata lot; for purposes of this bylaw a boarder is defined as any individual who is not:
 - (A) a registered owner of the strata lot;
 - (B) a family member of the registered owner as that term is defined by immediate family member;
 - (C) a spouse of the registered owner as that term is defined by immediate family member;
 - (iv) not conduct any business or commercial activity from their strata lot which results in customers, clients or members of the public attending the strata lot.
- (g) owners, tenants and occupants shall not install or permit to be installed any radio, telephone or television antennae on the exterior of the building nor shall they display any sign, banner, poster or other material save and except as permitted under Federal or Provincial Election laws and one for sale sign on the strata corporation sign board.
- (h) owners, tenants, occupants and invitees shall not hang clothing or bedding of any kind from a balcony, patio, window or door so as to be visible from the exterior of the strata corporation building.
- (i) owners, tenants, occupants and invitees shall not leave personal property, including golf cart or shopping carts, in or about the common property areas except parking stalls and in no case shall skateboards, two wheeled scooters, roller blades or similar devices be used or operated on the common property. All items left on the common property are at the risk of the owner and may be removed by the strata council without notice.

- (j) owners, tenants, occupants and invitees shall not smoke anywhere on the interior common property including the walkways. Owners, tenants and occupants shall not dispose of cigarette butts anywhere on the common property.
- (k) owners, tenants, occupants and invitees shall store their bicycles in the designated bike racks or in their basement storage locker.
- (l) owners, tenants and occupants shall not install any awnings or shades over any window, door, balcony or patio without the written consent of the strata council.
- (m) owners, tenants and occupants shall not use balconies or patios for the storage of anything other than appropriate patio furniture, planters and barbecues. Only free standing lattices are permitted on patios or balconies, nothing may be attached to the building. Owners may use christmas lights during the months of December and January provide that they do not make any holes in the exterior of the building.
- (n) owners, tenants and occupants shall not permit anything to be done that may cause damage to the plants, flowers or lawns, and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or prevent growth, or interfere with the cutting of the lawns or the maintenance of the grounds generally without the consent of the strata council.
- (o) owners, tenants and occupants shall not permit children to play in the hallways, stairways or other common areas.
- (p) all complaints by an owner, tenant or occupant must be in writing and delivered to the property manager.
- (q) owners, tenants and occupants shall not use any natural Christmas tree in any strata lot or on the common property. All artificial decorations must be of fireproof material and be of sufficient quality to pass inspection by the Fire Department. All residents are encouraged to have a working fire extinguisher.
- (r) owners, tenants and occupants shall ensure that wet and kitchen garbage is placed in plastic bags and securely fastened. All residents shall recycle any material for which recycling containers are provided, that is non-waxed clean cardboard, clean paper and newspapers, magazines, catalogues and plastic, tin and glass containers and otherwise dispose of all other garbage in the strata corporation garbage bin. All cardboard boxes must be flattened. Any items too large for the bin must be disposed of by the owner, tenant or occupant at their expense.
- (s) owners, tenants and occupants shall not place any ornaments, plants or other items in the common hallways other than a small mat at their entrance way.

- (3) An owner, tenant, occupant or invitee must not cause damage 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, reasonable wear and tear excepted. Owners are responsible for the acts of their tenants and any other person they admit to the strata corporation.

Pets

- 5** (1) Owners, tenants and occupants and invitees may not keep pets of any kind in or about any strata lot or the common property except for:
 - (a) a reasonable number of aquarium fish;
 - (b) TWO (2) domestic house cats, neutered or spayed;
 - (c) ONE (1) small dog not more than 20 pounds in weight fully grown.
- (2) Dogs must be carried or on a leash at all times while on the common property.
- (3) dog owners must clean up after their pets and dispose of any excrement in an appropriate manner;
- (4) should any pet cause a nuisance, as determined by the strata council, that is by noise, damage to common property or aggressive behaviour to other residents, then the council will issue a warning letter to the owner, and if such behaviour continues then the council may require the permanent removal of the pet on FOURTEEN (14) DAYS written notice.

Inform Strata Corporation

- 6** (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.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name and must acknowledge receipt of a copy of the bylaws and rules.

Amended at AGM, May 24, 2018

Reg. No. CA6837791 June 1, 2018

Obtain approval before altering a strata lot

- 7** (1) An owner must obtain the written approval of the strata corporation and of any remediation warranty provider before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;

- (c) stairs, balconies or other things attached to the exterior of a building;
 - (d) doors or windows on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation may require that the owner provide detailed plans and specifications and may also require certification of a structural engineer if such is appropriate prior to giving or denying their consent. The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration. The owner shall indemnify and save harmless the strata corporation from all costs relating to the alteration now and in the future. The owner may not make any alterations in any case without the consent of the remediation warranty provider if it will affect the building envelope.
- (3) (a) Owners shall apply for approval of renovations as required under the Act, these Bylaws, and Rules. The strata corporation council may provide the owner with an application for approval form for completion by the lot owner which describes the alteration and includes such information as may be required. Council may require detailed renovation plans and drawings, particularly alterations affecting services and relocations of kitchen range vents, laundry, bathroom or fresh air vents which require approval.
- (b) The Strata may also provide a form of Guidelines for the assistance of owners.
- (4) Prior to the commencing installation of any type of flooring material, the owner must first apply in writing to Council for approval. Council will have reasonable time to review and provide their decision. Council may require that the owner applicant complete an application form setting out the attenuation underlay, including source of rating figure, method of attachment to strata sub-floor; name of the firm or trades installer doing the actual floor installation. The application must include details of the type of flooring to be installed, including the sound attenuation steps to be taken. Council may require copies of materials invoices. The Property Manager, a member of Council, or their agent may inspect the wood and related product upon delivery, as well as the site during installation.

Hardwood flooring must be solid wood or engineered hardwood. Laminate flooring is not acceptable. All carpet or hardwood flooring must have underlay material designed to attenuate sound transmission. Hardwood flooring must have a soundproofing underlay with a minimum rating of FIIC 63 or equivalent, consistent with the type of floor it is going over.

Removal of the concrete sub-floor is not permitted. Bathrooms, kitchen, and the immediate hall entryway may have stone or ceramic tile flooring. Broadloom must be installed with an adequate underlay acceptable to Council.

- (5) An owner proceeding with an alteration is required to observe the following:
- (a) Contractors and Trades: Gas, Electrical Plumbing and HVAC venting alterations must be done by qualified ticketed trades. Contractors must be qualified professionals, licensed, and carry liability insurance and WorkSafe coverages.
 - (b) Permits: Permits must be obtained for gas, electrical, plumbing, etc. as required by the City of Victoria, as well being in compliance with all applicable building codes.
 - (c) Building security: The three Strata front doors are not to be left propped open, unless the suite owner or appointee is in constant attendance at the door to prevent entry by anyone not able to show a front door key.
 - (d) Common Property – No work is allowed on the common property. Work is to be done inside the suite only or in a closed off area on the balcony/patio - but only if arrangements have been made that will contain and prevent dust or debris from escaping so as to avoid impacting other units and the environment.
 - (e) Clean-up: Owners must ensure that contractors clean up after themselves DAILY on all common property areas affected by the work or by transportation of drywall dust, materials and wastes, including walkways, stairways, elevator, lobby and parking areas.
 - (f) Waste Disposal: All construction debris must be removed off-site and not placed inside the strata's garbage and recycling bins. Dumpsters are not allowed in the North visitor parking area. Proper arrangements for the disposal of all waste materials are the responsibility of the owner.
- (6) (a) Strata lot renovations which may create a disturbance (noise, dust, odour) to other strata lots or to the common property are only permitted to be done between the hours of 8:00 a.m. to 5:30 p.m., Monday through Friday. No such work shall be permitted on Statutory Holidays.
- (b) Work may be permitted inside a unit on Saturdays but only between the hours of 9:00 am and 3:00 pm so long as is a non-noise generating type of work, such as painting, wallpapering, other light work, not involving floor work, grinding, hammering, or other noisy power tools.

Obtain approval before altering common property

- 8 (1) An owner and the strata council must obtain approval of the strata corporation by 3/4 vote before making any alteration to common property, including limited common property, or common assets.

- (2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and in no case can an owner make such alterations without the consent of the remediation warranty provider if it will have affect the building envelope.

Permit entry to strata lot

- 9** (1) An owner, tenant, occupant or invitee 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, and the reason for entry.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 10** 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
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of the building;
 - (B) the exterior of the building;
 - (C) stairs, balconies and other things attached to the exterior of the building;

- (D) doors and windows on the exterior of the building or that front on the common property and are causing damage to the building;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to
- (i) the structure of the building,
 - (ii) the exterior of the building,
 - (iii) stairs, balconies and other things attached to the exterior of the building,
 - (iv) doors and windows on the exterior of the building or that front on the common property and this shall include the replacement of double glazed glass units should the internal seal fail.
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

PROVIDED ALWAYS that the strata corporation is not obligated to maintain, repair or replace any improvements made by an owner pursuant to bylaw 3 (3) and/or 7, or any such improvements in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the owner for the time being of the strata lot which has the benefit of such improvement.

Division 3 – Council

Council size

Amended at AGM, May 13, 2010

Reg. No. FB354611, June 22, 2010

- 11**
- (1) The council must have at least three (3) and not more than seven (7) members.
 - (2) Definitions:
 - (a) “Immediate Family Member” means a parent, Spouse, child or grandchild of the owner or a parent, child or grandchild of the Spouse of the owner;
 - (b) “Spouse” includes an individual who 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) An Immediate 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 owner of the Strata Lot first provides the Strata Corporation with approval in writing; and,
 - (b) The Immediate Family Member is 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.

Council members' terms

- 12** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.
- (3) An owner may not stand for election to the strata council or continue to sit on the strata council if they are in arrears in the payment of any assessments or special levies for a period of 30 days and the strata corporation is in a position to file a lien on his/her strata lot under Section 116 of the *Strata Property Act*.

Removing council member

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

Replacing council member

- 14** (1) If a council member resigns or is unwilling or unable to act for two or more meetings, 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) 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 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions

of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 15**
- (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 two or more meetings, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 16**
- (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
 - (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 possible after the meeting has been called.

Quorum of council

- 17** (1) A quorum of the council is:
- (a) 2 where the council consists of 4 members;
 - (b) 3 where the council consists of 5 or 6 members; and
 - (c) 4 where the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing a quorum.

Council meetings

- 18** (1) At the option of the council, council meeting may be held by electronic means, including conference telephone calls, 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 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.

Voting at council meetings

- 19** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 20** The council must inform owners of the minutes of all council meetings within 4 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 21**
- (1) Subject to subsections (2) to (4), the council may by resolution 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) No member of the strata council shall act unilaterally except in the case of an emergency.

Spending restrictions

Amended at AGM, May 19, 2011

Reg. No. FB0415619, May 26, 2011

- 22**
- (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) Pursuant to Section 98 of the *Strata Property Act SBC 1998, Chapter 43*, the strata council may not make an expenditure that is not provided for in the budget or approved by a 3/4 vote unless the total annual amount of such expenditures for the fiscal year is less than **FIFTEEN THOUSAND (\$15,000.00) DOLLARS** and such has been approved by a majority resolution of the strata council and no single expenditure is greater than **FOUR THOUSAND (\$4,000.00) DOLLARS**.
 - (3) Notwithstanding subsections (1) and (2) the strata council may spend the strata corporation's money to repair or replace common property or common assets if repair

or replacement is required immediately to ensure safety or prevent significant loss or damage.

Fiscal year of strata corporation

- 23** (1) The fiscal year of the strata corporation shall be April 1st to the following March 31st unless this bylaw is amended.

User fees

- 24** (1) The strata council may charge the following user fees:
- (a) extra parking: \$15.00 per month
 - (b) there is also a coin operated car wash
 - (c) there is a move-in fee of \$50.00 payable prior to taking possession of any strata lot.

Limitation on liability of council member

- 25** (1) A council member who acts honestly and in good faith and within the limits of his or her authority 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 liability, as an owner, for a judgement against the strata corporation.
- (3) Provided the council member has acted honestly and in good faith and within the limits of his or her authority, the strata corporation shall indemnify the council member for their reasonable legal costs in responding to a claim of wrongdoing on a solicitor and own client basis.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

- 26** (1) The strata corporation may fine an owner or tenant a maximum of
- (a) up to \$200.00, in the discretion of the strata council, for each contravention of a bylaw (save and except for a rental bylaw where the fine may be not more than \$500.00), and
 - (b) up to \$50.00, in the discretion of the strata council, for each contravention of a rule.

- (c) In addition to the above fines, the strata council may levy a fine of up to \$500.00 for a breach of the Rental Restriction Bylaw.

Continuing contravention

- 27 (1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Owner liable for legal costs

- 28 (1) Should the strata corporation undertake any legal action or arbitration with respect to a breach by an owner, tenant or occupant of any strata lot of the *Strata Property Act*, the *Strata Property Regulations*, the bylaws or rules or any amendments thereto, then if the strata corporation is successful the owner of the strata lot shall be responsible for and shall pay all of the strata corporation's legal costs incurred on a solicitor and own client basis.

Small claims actions

- 29 (1) Notwithstanding the terms and conditions of the *Strata Property Act* the strata council may commence and proceed with a small claims action against an owner without the necessity of first obtaining the consent of the owners by a 3/4 vote.

Division 5 – Annual and Special General Meetings

Person to chair meeting

- 30 (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.

Voting

- 31 (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) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (6) No owner may vote at an annual or special general meeting, except in cases of a unanimous vote, where the strata corporation is entitled to file a lien on his/her strata lot under section 116 for non-payment of assessments or a special levy.
- (7) The outcome of all elections to the strata council shall be announced by the chair including the number of votes cast for each candidate.

Order of business

- 32** (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 minutes from the last annual or special general meeting;
 - (f) deal with unfinished business;
 - (g) 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;
 - (h) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (i) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (j) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (k) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (l) elect a council, if the meeting is an annual general meeting;
 - (m) terminate the meeting.

Division 6 – Age Restriction

Age restriction

- 33 (1) Deleted

Division 7 – Rental Restriction bylaw

Rental restriction bylaw

Amended at AGM, May 19, 2011

Reg. No. FB0415619, May 26, 2011

- 34 (1) The number of strata lots that may be leased at any one time is limited to THREE (3).
- (1.1) Pursuant to section 141(2)(b)(ii) of the *Strata Property Act*, the minimum period of time that a strata lot may be rented or leased for is one (1) year.
- (2) An owner wishing to lease a strata lot must apply in writing to the strata council for permission to rent before entering into a tenancy agreement. This bylaw applies every time an owner seeks to enter into a tenancy agreement with a new tenant, such that the strata council's permission to lease a strata lot expires and is revoked at the end of each tenancy.
- (3) If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in subsection (1), excluding exempt strata lots pursuant to ss. 142, 143 and 144 of the *Strata Property Act*, the council must refuse permission and notify the owner in writing, as soon as possible stating that the limit has been reached or exceeded and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.
- (4) If the limit stated in subsection (1) has not been reached at the time the owner applies for permission to rent, excluding exempt strata lots pursuant to ss. 142, 143 and 144 of the *Strata Property Act*, the strata council shall grant permission and notify the owner of the same in writing as soon as possible.
- (5) An owner receiving permission to lease a strata lot must exercise the permission within 60 days from the date that the strata council granted the permission, otherwise the permission expires. During the 60 days immediately following the grant of permission, the strata lot will be deemed leased or rented for the purposes of the limit stated in subsection (1).
- (6) Prior to possession of a strata lot by a tenant, an owner shall deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K.
- (7) Within two weeks of renting a strata lot, the landlord 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 *Strata Property Act*.

- (8) An owner shall not permit their tenants to sublet their strata lot.
- (9) This rental restriction bylaw does not apply to prevent the rental of a strata lot to a member of the owner's family.
 - (a) For the purposes of this bylaw Family Member has the meaning set out in the *Strata Property Act* and *Strata Property Regulations*, namely:
 - (i) "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.
 - (ii) "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.
- (10) An owner who wishes to lease or rent his strata lot pursuant to a hardship exemption pursuant to section 144 of the *Strata Property Act* shall:
 - (a) apply in writing to the Strata Corporation for permission to lease or rent pursuant to a hardship exemption and the application shall include the following:
 - (i) the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
 - (ii) 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;
 - (iii) 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,
 - (iv) any other information or documents shall be provided as may reasonably be requested by the strata council;
 - (b) If the owner requests a hearing, then the Strata Corporation shall:
 - (i) hear the owner or the owner's agent within three (3) weeks after the date the application is given to the strata corporation; and
 - (ii) provide its written decision within one week of the hearing;
 - (c) If the owner does not request a hearing, then the Strata Corporation shall provide its written decision within two weeks of the receipt of the application.
 - (d) An application for an exemption shall be allowed if the Strata Corporation does not give its written decision to the owner in the times specified by subsections 10(b) and 10(c) above.

- (11) Where an owner leases a strata lot in contravention of this rental restriction bylaw, the owner is subject to a fine of \$500.00 for each seven (7) day period that the strata lot is rented in contravention of these Bylaws, and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation to enforce the rental restriction bylaws shall be the responsibility of the contravening owner and recoverable from the owner on a solicitor and own client basis by the strata corporation.

Division 8 – Insurance

Insurance and Liability for Water Escape

Amended at AGM, May 13, 2010

Reg. No. FB354611, June 22, 2010

- 35**
- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every two to four 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's repair or replacement costs plus any losses or damages to a strata lot, the common property, the limited common property or the contents of same, if that owner, or that owner's family member(s), pets, guests, employees, contractors, agents, tenants, volunteers, or their pets is(are) responsible for the loss or damage 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 or failure of any appliance, equipment or fixture located in the owner's strata lot including, but not limited to the following:
 - (i) waterbeds
 - (ii) dishwasher;
 - (iii) refrigerator with ice/water dispensing capabilities;
 - (iv) garburator;
 - (v) hot water tank;
 - (vi) washing machine;
 - (vii) toilet, sink, bathtub and/or shower;
 - (viii) air conditioner;
 - (ix) fish tank;
 - (x) fireplace;
 - (xi) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or,
 - (xii) 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 Homeowner Package 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) the owner's unit entitlement portion of the Strata Corporation's Earthquake Insurance coverage;
 - (d) any Alteration; and,
 - (e) any betterments or changes to the buildings or fixtures built by the developer.

Division 9 – Miscellaneous

Ingress & egress

- 36 (1) Owners, tenants, occupants and invitees shall only use walkways, driveways and other means of ingress and egress for access to the strata corporation building and parking areas and shall ensure that such areas are kept free of obstruction at all times.
- (2) All motor vehicles shall be parked in designated parking stalls only. A violation of this bylaw may result in the council having the motor vehicle towed at the owner's expense.

Sale of strata lots

Amended at AGM April 23, 2009

Reg. No. FB266088, May 14, 2009

- 37 (1) Owners shall notify the strata council when listing their strata lot for sale and shall provide it with the name, address and telephone numbers of the Realtor. Owners must ensure that their Realtor receives a copy of the bylaws and is aware of the rules about signs and open houses.
- (2) "REAL ESTATE OPEN HOUSE" signs may be displayed on the building premises only during open house hours but signs are not permitted in any windows, on balconies or on exterior walls.
- (3) Open houses must take place between the hours of 10:00 a.m. and 5:00 p.m.
- (4) Prospective purchasers must be escorted at all times while in the building and in no case shall entrance doors be left open or unsecured.
- (5) Real estate lock boxes may not be placed on the common property.

Moving

- 38 (1) The moving of household effects and furniture into or out of a strata lot shall be done only between the hours of 8:00 a.m. and 5:00 p.m. unless otherwise authorized by the strata council.
- (2) At least SEVEN (7) days written notice of any such move must be given to the management company and/or strata council and arrangements must be made for the proper use of the elevator.
- (3) Owners are responsible for any damage that is caused to the common property as a result of a move into or out of the building.
- (4) The owner shall remove all goods and chattels from the common property within TEN (10) days of the sale or lease of their strata lot, unless prior written permission is granted to the contrary by the strata council. Any goods or chattels not so removed may be removed and sold by the strata council. Any costs incurred thereby may be recovered by the strata council from the owner, or may be deducted from the proceeds of sale by the strata council.
- (5) Moving vans are to be parked on the street for loading and unloading. They are not permitted in the driveway.

Fees payable for records

- 39 (1) The strata corporation may charge a fee of TWENTY-FIVE (\$.25) CENTS per page for copies of documents or records that are requested by an owner. In addition, they may charge the sum of FIFTEEN (\$15.00) DOLLARS for a Certificate of Payment, Form F, and THIRTY-FIVE (\$35.00) DOLLARS for a Certificate of the Strata

Corporation, Form B. Provided always that should the permissible fees be increased by Regulation, the strata corporation may charge the higher amounts as set out in the Regulation.

Keys

- 40**
- (1) The strata council has master keys to allow access in cases of emergency.
 - (2) Owners who have changed the original locks must have them rekeyed to the master key to provide access to the strata lot in case of emergency. Owners failing to do so are solely responsible for the costs of repairs resulting from forced entry in an emergency.

Parking

- 41**
- (1) One (1) parking stall will be allocated by the strata council for the exclusive use of each strata lot. Parking stalls shall be used only for the parking of motor vehicles, shopping carts and golf carts. Nothing parked in a parking stall shall extend beyond the dimensions of the stall. The strata council to confirm the allocation annually.

Amended at AGM May 25, 2017

Reg. No. CA6032881, May 31, 2017

- (2)
 - (i) Additional parking stalls may be rented on a monthly basis on a first come first served basis. Owners wishing additional parking may request that their name be added to a waiting list.
 - (ii) Extra parking stalls will be allocated by strata council for owner/tenant use only. They will not be assigned for the use of guests or family members. A request, in writing, must be submitted to the strata council for approval, stating the reason for requesting this extra stall.
- (3) Owners renting an additional parking stall will relinquish the same on the sale of their strata lot or if renting their strata lot on the change of tenant. Tenants renting an additional parking stall shall relinquish the same at the end of their tenancy.

Amended at AGM, May 24, 2018

Reg. No. CA6837791 June 1, 2018

- (4) No repair work of any kind shall be done on any vehicle and in no case shall an owner store or keep a derelict or unlicensed vehicle on the common property unless the vehicle has satisfactory insurance and its storage has been approved by the strata council in writing. Owners of vehicles leaking gasoline, diesel or oil shall be responsible for the costs of cleaning up the leaked fluids and for restoring the parking lot surface if it is damaged.
- (5) Vehicles shall only be washed in the area designated by the strata council and in such a manner as not to disturb other residents.
- (6) The use of a visitor's parking stall for more than 24 hours must be approved by the strata council.

- (7) No moving vans are permitted to be parked on the common property.
- (8) Vehicle speed in the parkade, parkade ramp and main entrance is limited to 15 kph.
- (9) Bicycles, mopeds, motorcycles and other similar vehicles are not permitted in the elevator, corridors or stairwells of the building.

Amended at AGM, May 24, 2018
Reg. No. CA6837791 June 1, 2018

- (10) owners, tenants and occupants:
 - (a) shall not park in the visitor parking stalls except to load or unload their vehicle;
 - (b) shall not rent or lease their designated parking space to a non-resident;
 - (c) shall obtain strata council's approval before permitting a visitor to park in their primary designated parking stall, and will provide the strata council with the vehicle make, model, license plate number, visitor's name, and expected duration that the vehicle will be parked in their space.
- (11) Any vehicle parked in contravention of this bylaw may be towed at the owner's expense.

Storage lockers

- 42** (1) One storage locker shall be allocated for the use of each strata lot. The strata council shall confirm the allocation of storage lockers annually.

Security

- 43** (1) Owners, tenants and occupants shall notify the secretary of the strata council, in writing, of the name, address and telephone number of their next-of-kin or person to contact in case of illness or emergency.
- (2) The physical security of the entire building is of utmost importance and rests with all residents. Visitors, tradesmen or servicemen should not be admitted to the building without the specific authority of the owner of the strata lot being called on. If any doubt exists, the door-opening mechanism should not be activated until identification has been confirmed.
- (3) Owners, tenants and occupants must secure all doors and windows in their strata lot prior to leaving it unattended and shall pay due regard to the security of doors permitting entry to the building.
- (4) Any owner, tenant or occupant planning on being away for more than seven days must, for security reasons, notify the strata council.

- (5) The strata council retains the right to control and limit access into the building by all peddlers, solicitors, delivery and salespersons.

Severability

- 44** (1) For the purposes of interpretation of these bylaws and any amendments, additions or alterations to them, each heading, paragraph, and subparagraph shall be deemed to be a separate section with the intent that should an Arbitrator or Court of Competent Jurisdiction find that any such heading, paragraph or subparagraph of these bylaws or any amendments is void for uncertainty or is ultra vires the strata corporation or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and the remaining heading, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and such heading, paragraphs and subparagraphs shall remain in force and effect.

Window Treatments

Amended at AGM April 18, 2005

Reg. No. EX050846, May 5, 2005

- 45** (1) Solid panel or horizontal Venetian type blinds are acceptable window treatments. In all cases colours as seen from the outside the building must be neutral, such as white, cream, bone or ivory.
- (2) Windows may not be covered with material other than the proper blinds, curtains, drapery or shutters. Without limiting the generality of the foregoing no windows may be covered with tin foil, towels, flags or the like.
- (3) All windows on the exterior of the building are “common property”, therefore no owner, tenant or occupant may apply film, such as reflective, darkening, safety or ultraviolet, on either the interior or exterior surfaces of any windows.

Structural Changes

Amended at AGM May 25, 2017

Reg. No. CA6032881 May 31, 2017

- 46** (1) Deleted

Flooring

Amended at AGM, May 24, 2018

Reg. No. CA6837791 June 1, 2018

- 47** (1) Deleted

Security and Access on Ground Floor Units

Amended at AGM April 20, 2006

Reg. No. FA048093, April 25, 2006

- 48** (1) An owner, tenant, occupant or visitor shall use ground floor patio doors **ONLY** as a means to ingress or egress the patio area. In no case shall the patio door be used as a general street entrance to the strata lot from the outside of the building.

Renovation

Amended at AGM, May 24, 2018

Reg. No. CA6837791 June 1, 2018

- 49** (1) Deleted

Hot Water Tank

Amended at AGM May 13, 2010

Reg. No. FB354611, June 22, 2010

- 50** (1) Owners, tenants and occupants shall:
- (a) provide the strata council with the serial number and date of manufacture and installation of their hot water tank and the details regarding the length of the hot water tank's manufacturer's warranty;
 - (b) replace their hot water heater prior to the expiration of their hot water tank's factory warranty; and
 - (c) provide the strata council with proof of the replacement of their hot water tank.
- (2) Should the owner, tenant, or occupant fail or refuse to replace their hot water tank within the warranty period, the strata corporation may, enter into the strata lot and replace the hot water tank at the owner's cost.

END OF DOCUMENT

Supplied to StrataDoc.com 2018/07/03
Ordered by Ron Neal on 2019/09/06

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.