

***Strata Property Act***  
**FORM I**  
**AMENDMENT TO BYLAWS**  
*(Section 128)*

**STRATA PLAN VIS2897**  
**"Sterling Mews"**

The Owners, Strata Plan VIS2897 certify that the following amendments to the bylaws of the strata corporation were approved by resolutions passed in accordance with section 128 of the *Strata Property Act* at the Annual General Meeting held on **May 27, 2020**.

WHEREAS:

- A. When the Strata Corporation adopted its new bylaws in September 2018, it adopted bylaws that created different standards for townhouse and apartment styles strata lots when it came to flooring.
- B. The existing flooring bylaws provide as follows:

***Flooring Requirements***

- (1) *An owner, occupant or tenant of an apartment style strata lot may only install, lay, or use wall to wall carpeting with underlay in the bedrooms, hallways, and living room of the strata lots, and vinyl flooring in bathrooms, kitchen, and front door entrance.*
- (2) *An owner, occupant or tenant of a townhouse style strata lot who installs any flooring in a townhouse style strata lot must install underlay that when combined with the flooring, sub flooring and ceiling below will provide a minimum IIC rating of 55. The Owner, occupant, or tenant must:*
  - (a) *provide the Council with the specifications of the proposed flooring and underlay prior to removing the existing flooring or installing the flooring;*
  - (b) *provide the Council with proof of purchase of the flooring and underlay;*
  - (c) *allow the Council to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring*
- (3) *In the event the Strata Corporation receives noise complaints from:*
  - a. *the owners of the strata lot(s) beside a townhouse style strata lot that has installed flooring;*
  - b. *the owners of the strata lot(s) below, above, or besides an apartment style strata lot that has changed its flooring*

*the Council may require the owner of the strata lot that is the subject of the complaints to permit the Strata Corporation, its Council members, agents and employees, entry to the strata lot for the purpose of inspecting the flooring and carrying out sound testing to determine the IIC rating of the flooring.*
- (4) *In the event that the investigation carried out by the Council determines that flooring other than wall to wall carpet with underlay was installed in the bedrooms, hallways, or living room of an apartment style strata lot, the Council may require the owner of the apartment style strata lot with the altered flooring to remove the flooring and replace it with wall to wall carpeting with underlay.*
- (5) *In the event that the IIC rating of flooring installed in a townhouse style strata lot is:*
  - (a) *54 or lower, the Council may charge the cost of testing the flooring to the owner of the townhouse style strata lot in which the flooring is installed; or*
  - (b) *55 or higher, the Council will equally share the cost of testing the flooring with the owner of the townhouse style strata lot who has submitted the noise complaints.*
  - (c) *54 or lower the Council may require the owner of the townhouse style strata lot with the altered flooring to:*
    - (i) *take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs;*
    - (ii) *cover the flooring with carpeting; or*
    - (iii) *remove the flooring and replace it with flooring that conforms with the bylaws.*

- C. The Strata Council believes it to be in the best interest of the owners to allow a greater choice of flooring for the apartment strata lot owners, or at least better spell out the procedure whereby an owner of such a lot can obtain permission to change their flooring.
- D. Pursuant to section 128 of the *Strata Property Act*, the Strata Corporation requires a  $\frac{3}{4}$  vote of owners (including townhouse owners) to amend the bylaw.

### **RESOLUTION #5**

BE IT RESOLVED BY A  $\frac{3}{4}$  VOTE OF THE OWNERS STRATA PLAN VIS 2897 THAT THE STRATA CORPORATION, repeal existing bylaw 6(8) and replace it with the following bylaw, which allows for a variety of possible flooring in the living room, hallways and bedrooms but which sets out minimum sound dampening requirements.

#### ***Flooring Requirements Apartment Style Strata Lots***

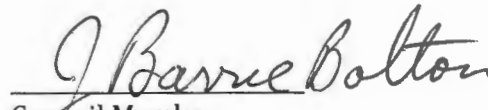
- (1) An owner, occupant or tenant of a strata lot who wishes to remove, replace, change, alter or install any flooring in a strata lot must:
  - (a) prior to removing the existing flooring or installing new flooring:
    - (i) apply to the council in writing;
    - (ii) provide the Council with the specifications of the proposed flooring;
    - (iii) provide the Council with proof of purchase of the flooring and underlay; and
    - (iv) obtain the Council's written consent to proceed with the alteration to the flooring;
  - (b) only install flooring and underlay in areas other than the bathrooms, laundry rooms, and kitchen, and front door entrance that when combined with the sub flooring and ceiling below will provide not less than 60 AIIC ,(Apparent Impact Insulation Class);
  - (c) only install flooring and underlay in bathrooms, laundry rooms, and front door entrance that when combined with the sub flooring and ceiling below will provide not less than 50 AIIC;
  - (d) only install flooring and underlay in kitchens that when combined with the sub flooring and ceiling below will provide not less than 55 AIIC;
  - (e) not install tile flooring in areas other than the front door entrance, laundry rooms, and bathrooms of a strata lot, and must:
    - (i) ensure that any tile installed in the bathroom, or laundry room, does not extend beyond those rooms;
    - (ii) ensure that any tile installed in the front door entrance of a strata lot does not extend into the bedroom, living room, laundry room or hallway;
  - (f) allow the Council to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring.
- (2) In the event the Strata Corporation receives noise complaints from neighbors of a strata where the flooring has been altered after the adoption of this bylaw ("altered flooring"), the Council may require the owner of the Strata Lot with the altered flooring to:

- (a) take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs; and
  - (b) permit the Strata Corporation, its council members, agents and employees, entry to the strata lot for the purpose of carrying out sound testing to determine the AIIC ratings of the altered flooring.
- (3) In the event that the AIIC ratings of the altered flooring is:
- (a) higher than the standards set out in subsections (1)(b), (c) and (d), then the Strata Corporation will equally share the cost of testing the altered flooring with the owner of the strata lot who has submitted the noise complaints.
  - (b) lower than the standards set out in subsections (1)(b), (c) and (d), then the Strata Corporation may require the owner of the Strata Lot with the altered flooring to:
    - (i) pay for the cost of testing the flooring;
    - (ii) take the actions set out in subsection (2)(a);
    - (iii) cover the flooring with carpeting; and / or
    - (iv) remove the flooring and replace it with flooring that conforms with the bylaws.

Resolution – Consolidation of bylaws

BE IT RESOLVED BY A  $\frac{3}{4}$  VOTE OF THE OWNERS OF STRATA PLAN VIS2897  
THAT the registered bylaws of the strata corporation be amended by adopting all the  
bylaws passed at today's meeting, renumbering and making non-substantive changes  
as required in the discretion of the strata council and by filing a new consolidated copy  
of bylaws in the Land Title Office.

  
\_\_\_\_\_  
Council Member

  
\_\_\_\_\_  
Council Member

Strata Plan VIS 2897  
Sterling Mews

1593 Begbie Street  
and  
1850 Fern Street

Bylaws  
Approved at the AGM held on  
May 27, 2020

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

### 0.1 Definitions

For the purpose of these bylaws:

- (1) **"apartment strata lot(s)"** means strata lots 7 to 21;
- (2) **"common property"** means
  - (a) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
  - (b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located:
    - (i) within a floor, wall or ceiling that forms a boundary
      - (1) between a strata lot and another strata lot,
      - (2) between a strata lot and the common property, or
      - (3) between a strata lot or common property and another parcel of land, or
    - (ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;
- (3) **"townhouse strata lot(s)"** means strata lot 1 to 6.
- (4) **"Council" and "Council"** have the same meaning
- (5) **"occupant"** means a person, other than an owner or tenant, who occupies a strata lot;
- (6) **"owner"** means a person, including an owner developer, who is
  - (a) a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity, or
  - (b) if the strata lot is in a leasehold strata plan, as defined in section 199, a leasehold tenant as defined in that section,unless there is
  - (c) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
  - (d) a registered life estate, in which case it means the tenant for life;
- (7) **"reside"** means to spend more than 30 nights in a calendar year in a strata lot;



- (8) "**strata lot**" means a lot shown on a strata plan and everything contained within it that is not part of the common property.
- (9) "**tenant**" means a person who rents all or part of a strata lot, and includes a subtenant but does not include a leasehold tenant in a leasehold strata plan as defined in section 199 or a tenant for life under a registered life estate.

0.2 Types Bylaws

- (1) For purposes of these bylaws, it is acknowledged that Strata Plan VIS 2897 has two types of strata lots, apartment strata lots and townhouse strata lots and that each shall be considered a different type for the purposes of section 6.4(2) of the *Strata Property Regulations*.
- (2) A contribution to the operating fund which relates to and benefits only one of the two types of strata lots shall be shared only by owners of strata lots of that type and each strata lot's share of that contribution is to be calculated in accordance with the formula:

$$\frac{\text{Unit entitlement of strata lot}}{\text{Total unit entitlement of all strata lots of the type to which the contribution relates.}} \times \text{Contribution to the operating fund}$$

- (3) The Strata Corporation's operating budget shall reflect the expenses and contributions solely applicable to the two types of strata lots and shall be drawn up in accordance with section 6.4(2) of the *Strata Property Regulations* as follows:
  - (a) common to both the apartment strata lots and townhouse strata lots;
  - (b) solely attributable to the apartment strata lots; and
  - (c) solely attributable to the townhouse strata lots.
- (4) The apartment strata lots shall be solely responsible for the following operating expenses:
  - (a) Elevator maintenance contract;
  - (b) Gas for the apartment strata lots and common property;
  - (c) Enter phone;
  - (d) Janitorial costs for interior hallways;
  - (e) Carpet cleaning for interior hallways;
  - (f) Window cleaning on apartment strata lots; and
  - (g) HVAC maintenance contract for HVACs that serve the under building parking garage and interior hallways.
- (5) The townhouse strata lots shall be solely responsible for the following operating expenses: (a) townhouse strata lots hydro; and

(b) window cleaning for the townhouse strata lots.

(6) The remaining operating expenses shall be the responsibility of the entire strata corporation.

1. Strata Fees and Payment of strata fees

(1) Monthly assessments calculated in accordance with unit entitlement and the annual budget will be payable on or before the first day of each month to which the strata fees relate.

(2) Owners must provide post-dated cheques, or authorize electronic debit, for payment of their monthly assessments to the Treasurer or Strata Property Manager annually.

(3) The Strata Corporation may charge an owner up to \$50.00 for any N.S.F. cheque or declined electronic funds transfer issued by that owner.

(4) The Strata Corporation may charge interest at the rate of TEN (10%) percent per annum compounded annually, on all late monthly strata fees, and special levies. Such interest shall be deemed to be part of unpaid strata fees and special levies for the purposes of Section 116 of the *Strata Property Act*.

(5) Funds received from an owner which are not explicitly designated as a payment of strata fees by the owner or by the terms of a preauthorized debit agreement between the owner and the Strata Corporation, may be applied to existing amounts owed in the following order:

(a) Firstly, against fines, NSF fees and the costs of remedying a contravention;

(b) Secondly, against money owed to the Strata Corporation or Section with respect to an owner's liability for payment of the Strata Corporation's deductible or other un-insured loss for which the owner is responsible for;

(c) Thirdly against user fees;

(d) Fourthly, against interest on arrears;

(e) Fifthly against amounts owing on an unpaid special levy;

(f) Sixthly, against amounts owing on unpaid strata fees; and

(g) Lastly, against current strata fees.

2. Repair and maintenance of property by owner

(1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws or other law.

(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:

- (a) is responsible for and must repair, maintain and replace any improvements, alterations and additions made to their strata lot or adjoining common property, which they have the benefit of, which were made by them or a previous owner of their strata lot;
- (b) is responsible for any damage to a strata lot, or the common property that is caused by or arises out of the failure to repair, maintain or replace any improvements, alterations and additions made to their strata lot or adjoining common property, which they have the benefit of, which were made by them or a previous owner of their strata lot;
- (c) must remove and replace, or pay for the extra cost of the removal and replacement of any alterations to allow the Strata Corporation to gain access to an underlying building component, for the purpose of repairing or maintaining that component, that the Strata Corporation must repair and maintain under the *Strata Property Act* or these bylaws.

(4) An owner must promptly carry out all work that may be ordered by any public authority which relates solely to his or her strata lot and is not for the general benefit of the Strata Corporation as a whole. If an owner, after receiving the notice or order from a public authority, fails to do the required work by the date specified in the order, the strata corporation may on 7 days written notice to the owner, enter into the strata lot and carry out the required work and charge the owner the cost of such work.

(5) Owners must:

- (a) ensure that their hot water tank is in proper operating condition at all times;
- (b) replace the tank within 6 years from the date of its installation, or such longer period as warranted by the manufacturer; and
- (c) within 7 days of receipt of a written request from the Strata Corporation, provide proof to the Strata Corporation of the date of the installation of their hot water tank and their hot water tank's warranty period if such warranty period is longer than 6 years.

(6) If an owner fails or refuses to:

- (a) replace their hot water tank within 6 years from the date of its installation contrary to bylaw 2(5)(b) above; or
- (b) provide proof satisfactory to the Council of the date of installation of the hot water tank or the length of its warranty contrary to bylaw 2(5)(c) above;

then the Strata Corporation may enter onto the strata lot on twenty one (21) days written notice and replace the hot water tank and charge any related costs and expenses back to the owner, including legal costs on a full indemnity basis

(7) Owners, occupants and tenants must not allow a strata lot to become unsanitary, or a source of odors or pests. Rubbish, dust, garbage, boxes, packing cases and other similar refuse

must not be left, piled or stored in a strata lot. The Strata Corporation may, on seven (7) days written notice, enter a strata lot to remove any such material, and any expenses incurred by the Strata Corporation to enter a strata lot, as well as to remove such refuse, will be charged to the owner.

### 3. Use of property

(1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise and must not make any sustained noise that is audible in another strata lot between the hours of 11:00 pm and 7:00 am,
- (c) unreasonably interferes with the rights of another person or other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal;
- (e) is contrary to any rule, regulation, ordinance or bylaw of any Federal, Provincial or Municipal Government, or
- (f) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An owner, tenant, occupant or visitor must not:

- (a) shake mops or dusters from, throw or discard anything, especially burning materials out of any window, door, passage, balcony, or other parts of the strata lot or common property onto another strata lot or the common property;
- (b) obstruct, encumber, or use sidewalks, entrances, elevators, loading space, stairways, lobbies or hallways, for any purpose other than ingress or egress from the strata lot;
- (c) use any cooking devices or barbecues on patios, balconies or the common property except those fueled by propane or electricity;
- (d) use a vacuum cleaner between the hours of 10:00pm and 7:00am;
- (e) cause damage to trees, plants, bushes, flowers or lawns and must not leave chairs or other articles unattended on common property without the express written consent of the Council;
- (f) do, leave, place or store anything that would increase the risk of fire, increase the cost of insurance, or which would invalidate an insurance policy;
- (g) use any Christmas tree in a strata lot other than a live potted tree or an artificial Christmas tree;
- (h) conduct or operate any business or any profession from a strata lot or the common property that results in clients, customers or the public attending the strata lot or coming on to the common property. Security, wear and tear and parking concerns necessitate this condition;

- (i) bring bicycles through the halls or into any part of the building other than the parking level;
- (j) leave, store, or place any personal property on the common property, outside of their strata lots, parking spaces, patios, balconies and storage lockers (for clarity the right to place, store or leave personal property in parking stalls, patios and balconies are further limited by these bylaws);
- (k) cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act*;

### 3.1 Smoking Prohibitions

- (1) Owners, tenants, occupants, and visitors must not smoke in, or on all areas of the Strata Corporation's interior and exterior common property.
- (2) Owners, tenants, occupants, and visitors must not smoke in, or on a strata lot. This prohibition shall include:
  - (a) the interior of all strata lots, and
  - (b) the exterior balconies and patios of all strata lots.
- (3) For the purpose of this bylaw "smoking" or "smoke" means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products. The terms "Smoking" and "smoke" includes but is not limited to: tobacco smoking, use of electronic cigarettes, or vaporizers, heroin smoking, crack smoking, and any form of narcotic smoking other than marijuana smoking.
- (4) Any owner who sells a strata lot must specifically disclose to all potential buyers and Realtors that smoking is prohibited everywhere within the building and its grounds, including inside the strata lots and on the patios and balconies.
- (5) Any owner who lets, rents, leases, grants licenses of occupancy, or otherwise allows someone other than the owner to reside within or occupy a strata lot, shall disclose to said persons prior to their residency or occupancy, that smoking is prohibited in the Strata Corporation, and such owner shall be responsible for any breach of these bylaws by any such person they have leased, rented or granted a license of occupancy to their strata lot.
- (6) Council must make reasonable accommodation, pursuant to section 8 of the Human Rights Code and the whole of the Code for a new owner, occupant, or tenant who intends to use tobacco in relation to a traditional cultural activity, or smoking is intended to be done by a prescribed group for a prescribed purpose. In making this accommodation the Council will only do so in writing and may prescribe in writing for when the permission is granted, the duration of the permission and where smoking is allowed.

- (7) Any Human Rights based exemption granted by the Council pursuant to section (6) above shall apply only to the interior of the exempted individual's strata lot and not the balconies or patios.
- (8) Subsection (2)(a) of this bylaw does not apply to any owners, occupants or tenants who currently smoke within their strata lot at the time this bylaw was passed. Such owners, occupants or tenants must register as an existing smoker with the Council within 60 days of the passage of this bylaw otherwise they will forfeit their right to within their strata lot.
- (9) All owners, occupants, and tenants permitted to smoke in their strata lots pursuant to these bylaws must make reasonable efforts to seal their strata lots, and to prevent secondhand smoke from infiltrating the interior common property, or other strata lots.

### 3.2 Marijuana Restrictions

- (1) "Smoking" marijuana or "smoke" marijuana means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization of marijuana / cannabis when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products.
- (2) Owners, occupants, tenants, and visitors may not:
  - (a) grow marijuana in a strata lot or on the common property;
  - (b) sell marijuana from a strata lot or the common property;
  - (c) smoke marijuana in a strata lot or on the common property.
- (3) The prohibitions and restrictions in subsection (2) above applies to both recreational marijuana use and those owners, tenants, or occupants who have a valid authorization to possess marijuana issued pursuant to the *Access to Cannabis for Medical Purposes Regulations* or the *Cannabis Act* or any similar legislation.
- (4) Despite subsection (3) above, and any smoking restriction bylaws currently in place, an owner, tenant, or occupant may apply to the Council for a human rights based exemption to this bylaw to permit them to smoke medical marijuana within their strata lot but not on their patios or balconies.
- (5) The Council may only grant a human rights based exemption permitting the smoking of marijuana or marijuana based products in a strata lot to a person if the Council is satisfied based on satisfactory written or documentary medical evidence provided by the applicant that the applicant cannot reasonably obtain, ingest, or consume medical marijuana in any format other than smoking.
- (6) All owners, occupants, and tenants permitted to smoke marijuana in their strata lots pursuant to these bylaws must make reasonable efforts to seal their strata lots, purify the air within their strata lots through the use of air purifiers and or smoke eaters, to prevent secondhand marijuana smoke from infiltrating the interior common property, or other strata lots.

- (7) If the Council receives complaints and determines that a permitted marijuana smoker is causing a nuisance or a hazard to the health of other owners, occupants or tenants, then the Council may revoke the smoker's right to smoke marijuana in their strata lots, on 60 days written notice.

### 3.3 Building Exterior, Balconies, and Decks

- (1) Owners, occupants and tenants must not place or store any indoor/outdoor carpeting or any goods, chattels, laundry, furniture, appliances or other objects, which are visible from any part of the premises other than the strata lot on their patio or balcony other than the following:
- (a) Patio furniture;
  - (b) Free-standing, self-contained pots and planter boxes, which must have proper water collection trays, and provided that they are not affixed to the balcony, railing or hung from the walls or ceiling;
  - (c) A propane or electric powered barbecue.
- (2) Owners, occupants and tenants must not use a barbecue on a balcony or patio after 9:00 p.m.
- (3) Despite subsection (1) above, an owner, tenant or occupant must not:
- (a) place, store, leave or display, pots, planters, patio furniture, or barbecues within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the Council, such pots, planters, patio furniture, or barbecues are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such pots, planters, patio furniture, or barbecues must not come in direct contact with the deck or balcony floor material;
  - (b) place, store or leave appliances including but not limited to fridges, freezers, hot tubs, or jetted tubs or any kind, other than a propane or electric barbecue on their on a balcony, or patio;
  - (c) install a hook, hanger, bracket, straps or other device(s) to the exterior of the building and/or railings that breaches the building envelope or damages the floor, railings or flashings;
  - (d) place, erect or leave a shed, lean to, or storage box on a balcony, or patio; or
  - (e) install, mount, display or use a clothesline, aerial wires, or tv antennae or dish, on a balcony, or patio.
- (4) An owner, tenant or occupant must not cause or permit their patio or balcony to be or become unsightly, unsanitary, a source of odor, a source of pests. The Council shall be the sole arbiter of what is unsightly.

#### 4. Pet Restrictions

- (1) Owners, occupants and tenants may not keep or bring any animals onto the common property or in a strata lot other than one domestic cat, or one dog that has been approved by the strata.
- (2) The limit on the number of dogs in bylaw 4(1) does not apply to guide and service dogs licensed under the *Guide Dog and Service Dog Act*, an owner, tenant, occupant or visitor must not keep or bring any animals onto the common property or in a strata lot other than one domestic cat.
- (3) An owner, tenant, occupant or visitor:
  - (a) Must ensure that permitted dogs and cats are leashed or otherwise properly secured and accompanied by the owner, tenant, occupant or visitor when on the common property;
  - (b) must accompany his or her pet when on the common property or on land that is a common asset, and must immediately remove any excrement deposited by the pet on the common property;
  - (c) is responsible for damages caused by pets to the common property and for injuries caused to any person; and
  - (d) must not feed any bird or wild animals (other than humming birds) from their strata lot or the common property.
- (4) Should the Council receive complaints about a pet (which must be in writing) it will investigate the complaints and if any permitted pets are found to be a nuisance, then the Council may fine the owner, require the owner to repair any damage caused by the pet, or require said owner, occupant or tenant to remove such pet from the Strata Corporation on FOURTEEN (14) days written notice. For the purposes of this bylaw a nuisance shall be defined as aggressive behaviour towards other owners or their pets, creating unreasonable noise in the form of prolonged barking or howling, or repeatedly causing damage to the Common Property or Limited Common Property. For the purposes of these bylaws, prolonged barking or howling is defined as barking or howling for more than 10 minutes in an hour.

#### 5. Inform Strata Corporation

- (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, phone number, email address (if any) and mailing address outside the strata plan, if any and the name of all persons who are living in the strata lot. The owner must promptly provide written notification to the strata corporation of any changes to this information.
- (2) On request by the Council or a Council member, any owner, occupant, tenant or visitor must inform the Strata Corporation of his or her name and in which strata lot they are residing in or visiting.



6. Alterations to a strata lot or common property

(1) This bylaw does not apply to Alterations that were constructed or installed before the adoption of this bylaw.

(2) Before changing, modifying, altering, removing, replacing or upgrading:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on common property;
- (e) mechanical, electrical or plumbing systems within the walls or which require a permit to replace, excluding the end use devices such as taps, shower heads, light fixtures, light switches, or electrical outlets;
- (f) fences, railings or similar structures that enclose a patio or balcony or yard;
- (g) all or a portion of flooring in a Strata Lot;
- (h) interior or exterior walls;
- (i) common property, including limited common property; and
- (j) common assets;

referred to herein as “an Alteration” an owner must comply with the provisions of subsections (4) to (9) below.

(3) It is the intent of this bylaw that liability for Alterations shall attach to an owner and to a subsequent owner of each strata lot even though a subsequent owner is not a signatory to an Indemnity & Alteration Agreement. The Strata Corporation will ensure that a copy of all Indemnity & Alteration Agreements for a strata lot are kept on file and upon request, provided to purchasers of that Strata Lot. Alteration & Indemnity Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.

**Application Procedure**

(4) The application of the owner for an Alteration shall be in writing and shall enclose the following (the "Application"):

- (a) details of the proposed Alteration;
- (b) detail plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions;
- (c) name of proposed qualified/licensed contractor(s) who will perform the work;
- (d) any other documents or information which the Council may reasonably require in order to grant permission.

- (5) Upon receipt of an application for an Alteration, the Council shall, in writing, within four (4) weeks from the date of receipt of the Application or an Amended Application:
- (a) request further information,
  - (b) approve the Application or Amended Application; or
  - (c) reject the Application or Amended Application.
- (6) The Council must not unreasonably refuse to permit an owner to make an Alteration to his or her strata lot and must ensure that any conditions attached to a grant of approval of a proposed Alteration must be proportionate with the type and extent of the proposed Alteration and its potential impact on other strata lots and the building as whole.

**Conditions for Approval**

- (7) The Council may impose any one or more of the following conditions on a Strata lot owner approved for the Alteration:
- (a) assume responsibility for any expenses related to the Alteration;
  - (b) perform the work or cause the work to be performed at the owner's sole cost;
  - (c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
  - (d) produce a copy of a valid building permit to the Council prior to the commencement of the work, if required by the local municipality;
  - (e) employ qualified and licensed contractors or subcontractors to perform the work;
  - (f) if the proposed Alteration warrants it, employ, at the owner's expense, a plumber, electrician, gas fitter, architect, engineer, structural engineer, building envelope specialist or other qualified professional, as required in the sole discretion of the strata corporation, to prepare specifications, provide inspection and certification service for the work;
  - (g) rectify deficiencies to the work in a timely fashion and to the satisfaction of the Council, failing which the Strata Corporation may perform the work and collect the costs of same from the applicant, including costs as between a solicitor and his own client;
  - (h) observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;
  - (i) indemnify the Strata Corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his own client;
  - (j) assume all responsibility for the repair, maintenance or replacement of the Alteration;
  - (k) obtain appropriate insurance for the Alteration and provide the Strata Corporation with evidence of coverage upon request;

- (l) assume responsibility for all future expenses related to the Alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the Council;
- (m) cause all work to be conducted in accordance with the Strata Corporation's bylaws and the noise bylaws of the Municipality so as to not cause a nuisance or disturb the surrounding owners and shall ensure that all work is conducted between the hours of 8:00 a.m. and 6:00 p.m. Monday to Saturday;
- (n) execute an Indemnity & Alteration Agreement that reflects and is proportionate to the scope of the proposed Alteration, and which is satisfactory to the Strata Corporation;
- (o) agree to inform a subsequent purchaser of the Strata Lot of the terms of the Alteration and Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Alteration and Indemnity Agreement;
- (p) provide the Strata Corporation with a written assurance upon completion of the Alteration certifying compliance with the terms of this bylaw and, where applicable, section 70(4) of the *Strata Property Act*; and,
- (q) any other conditions reasonably required in the opinion of the Council given the nature of the proposed Alteration.

#### **Flooring Requirements Apartment Style Strata Lots**

(8) An owner, occupant or tenant of a strata lot who wishes to remove, replace, change, alter or install any flooring in a strata lot must:

- (a) prior to removing the existing flooring or installing new flooring:
  - (i) apply to the council in writing;
  - (ii) provide the Council with the specifications of the proposed flooring;
  - (iii) provide the Council with proof of purchase of the flooring and underlay; and
  - (iv) obtain the Council's written consent to proceed with the alteration to the flooring;
- (b) only install flooring and underlay in areas other than the bathrooms, laundry rooms, and kitchen, and front door entrance that when combined with the sub flooring and ceiling below will provide not less than 60 AIIC ,(Apparent Impact Insulation Class);
- (c) only install flooring and underlay in bathrooms, laundry rooms, and front door entrance that when combined with the sub flooring and ceiling below will provide not less than 55 AIIC;
- (d) only install flooring and underlay in kitchens that when combined with the sub flooring and ceiling below will provide not less than 55 AIIC;
- (e) not install tile flooring in areas other than the front door entrance, and bathrooms of a strata lot, and must:
  - (i) ensure that any tile installed in the bathroom, does not extend beyond those rooms;
  - (ii) ensure that any tile installed in the front door entrance of a strata lot does not extend into the bedroom, living room, laundry room or hallway;
- (f) allow the Council to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring.
- (2) Once the owner, occupant or tenant has received written permission to install altered flooring, such person must:
  - (a) only install, lay, or use:
    - (i) a floating hard surface or carpet in hallways, and living room
    - (ii) a floating hard surface or vinyl flooring in kitchen

- (iii) a floating hard surface, vinyl or tile flooring in the bathroom
  - (iv) a floating hard surface, tile, or carpet in the front entrance
  - (v) a floating hard surface or vinyl in the laundry room
  - (vi) wall to wall carpeting with underlay in the bedrooms
- (b) allow the Council to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring.
- (3) In the event the Strata Corporation receives noise complaints from neighbors of a strata where the flooring has been altered after the adoption of this bylaw (“altered flooring”), the Council may require the owner of the Strata Lot with the altered flooring to:
- (a) take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs; and
  - (b) permit the Strata Corporation, its council members, agents and employees, entry to the strata lot for the purpose of carrying out sound testing to determine the AIIC ratings of the altered flooring.
- (4) In the event that the AIIC ratings of the altered flooring is:
- (a) higher than the standards set out in subsections (1)(b), (c) and (d), then the Strata Corporation will equally share the cost of testing the altered flooring with the owner of the strata lot who has submitted the noise complaints.
  - (b) lower than the standards set out in subsections (1)(b), (c) and (d), then the Strata Corporation may require the owner of the Strata Lot with the altered flooring to:
    - (i) pay for the cost of testing the flooring;
    - (ii) take the actions set out in subsection (3)(a);
    - (iii) cover the flooring with carpeting; and / or
    - (iv) remove the flooring and replace it with flooring that conforms with the bylaws.
- (9) An owner, occupant or tenant of a townhouse style strata lot who installs any flooring in a townhouse style strata lot must install underlay that when combined with the flooring, sub flooring and ceiling below will provide a minimum IIC rating of 55. The Owner, occupant, or tenant must:
- (a) provide the Council with the specifications of the proposed flooring and underlay prior to removing the existing flooring or installing the flooring;
  - (b) provide the Council with proof of purchase of the flooring and underlay;
  - (c) allow the Council to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring.
- (10) In the event the Strata Corporation receives noise complaints from:
- (a) the owners of the strata lot(s) beside a townhouse style strata lot that has installed flooring;
  - (b) the owners of the strata lot(s) below, above, or besides an apartment style strata lot that has changed its flooring
- the Council may require the owner of the strata lot that is the subject of the complaints to permit the Strata Corporation, its Council members, agents and employees, entry to the

strata lot for the purpose of inspecting the flooring and carrying out sound testing to determine the IIC rating of the flooring.

- (11) In the event that the investigation carried out by the Council determines that flooring other than wall to wall carpet with underlay was installed in the bedrooms, hallways, or living room of an apartment style strata lot, the Council may require the owner of the apartment style strata lot with the altered flooring to remove the flooring and replace it with wall to wall carpeting with underlay.
- (12) In the event that the IIC rating of flooring installed in a townhouse style strata lot is:
  - (a) 54 or lower, the Council may charge the cost of testing the flooring to the owner of the townhouse style strata lot in which the flooring is installed; or
  - (b) 55 or higher, the Council will equally share the cost of testing the flooring with the owner of the townhouse style strata lot who has submitted the noise complaints.
  - (c) 54 or lower the Council may require the owner of the townhouse style strata lot with the altered flooring to:
    - (i) take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs;
    - (ii) cover the flooring with carpeting; or
    - (iii) remove the flooring and replace it with flooring that conforms with the bylaws.

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

- (13) If an owner installs or constructs an Alteration after the adoption of this bylaw and without the prior written permission of the Council ("Unauthorized Alteration"), then the owner of that Strata Lot may apply to the Strata Corporation for permission to retain the Unauthorized Alteration.
- (14) The Council may refuse to approve the Unauthorized Alteration and may require its removal or the restoration of the strata lot to its former condition. The Strata Corporation may also enter on to the strata lot and remove the Unauthorized Alteration and restore the strata lot to its previous condition pursuant to section 133 of the *Strata Property Act*.
- (15) If the Council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (16) The Council is authorized in its sole discretion to take legal proceedings including an application to the Supreme Court pursuant to section 171(1) (c) of the *Strata Property Act* or an application for dispute resolution to the Civil Resolution Tribunal against the owners of the Unauthorized Alterations for any remedy, judgment or order recommended in the opinion of legal counsel and available to the Strata Corporation by law, including an application for a mandatory injunction to compel removal of the Unauthorized Alteration.

7. Permit entry to strata lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair 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 *Strata Property Act* and to inspect fire alarms and to carry out fire safety inspections.
  - (c) at a reasonable time, on 48 hours written notice, to ensure compliance with the Act, the regulations, the bylaws and the rules.
- (2) The notice referred to in subsection (1) (b) and(c) must include the date and approximate time of entry, or range of time for entry, and the reason for entry.
- (3) For the purpose of Bylaw 7(1)(a):
  - (a) an emergency is limited to actual or perceived:
    - (i) medical trauma or illness;
    - (ii) fire or smoke;
    - (iii) water penetration, leakage or flood;
    - (iv) structural damage.
  - (b) authorized personnel is limited to:
    - (i) members of the Council;
    - (ii) strata manager;
    - (iii) emergency and/or rescue personnel or law enforcement;
    - (iv) persons contracted by the strata corporation to perform assigned duties, including but not limited to, bonded tradespeople, professional locksmith, and restoration services.
- (4) To facilitate permitted entry during the absence of an owner or tenant, as defined in this bylaw, all owners will ensure that a current copy of a key to their strata lot is on deposit with the Council at all times.
- (5) In the event of an emergency access, the Strata Corporation shall provide a written report to the owner setting out the date, time and reason for the entry and the names and contact information of all persons who entered the strata lot.
- (6) In the event an owner fails or refuses to provide entry into a strata lot contrary to these bylaws then the strata corporation shall have the right to gain entry by locksmith or force.

- (7) An owner, occupant or tenant who refuses or fails to provide access contrary to these bylaws shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to permit entry.

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

#### **8. Repair and maintenance of property by Strata Corporation**

- (1) The Strata Corporation must repair and maintain all of the following:

- (a) common assets of the Strata Corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
  - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (1) the structure of a building;
    - (2) the exterior of a building;
    - (3) chimneys, stairs, balconies and other things attached to the exterior of a building;
    - (4) window casings, sills, frames of doors, doors, windows and skylights, on the exterior of a building or that front on the common property;
    - (5) 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 a building,
  - (ii) the exterior of a building,
  - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
  - (iv) window casings, sills, frames of doors, doors, windows and skylights, on the exterior of a building or that front on the common property,
  - (v) fences, railings and similar structures that enclose patios, balconies and yards; and
  - (vi) damage to any part(s) of a strata lot that a strata corporation must insure under section 149 of the *Strata Property Act*, which is caused by, or arises out of a failure of any part of the common property or those parts of a strata lot that the Strata Corporation is obligated to repair and maintain under these bylaws. For greater clarity, the Strata Corporation's duty to repair exists

even if the Strata Corporation was not negligent in the repair and maintenance of the building component that failed.

- (2) The Strata Corporation is not obligated to maintain, repair or replace any improvements or Alterations made by an owner or former owner to a strata lot, their limited common property, or the common property, including but not limited to balcony enclosures, and any such improvements or Alterations in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the current owner of the strata lot which has the benefit of such improvement.
- (3) Where the Council or an agent is required to enter a strata lot for the purpose of carrying out repairs, maintenance or replacement pursuant to 8(1) above, the Strata Corporation must carry out any work in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

### **Division 3 -- Council**

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

- (1) The Council must have at least three (3) and not more than seven (7) members.
- (2) If:
  - (a) the Council consists of 3 or 4 members, at least one member must be an owner or representative of a town house strata lot;
  - (b) the Council consists of five to seven members, at least two members must be owners or representatives of town house strata lots.
- (3) A spouse of a registered owner who is not registered on title to the Strata Lot is eligible for election as a Council member if:
  - (a) The registered owner(s) of the Strata Lot is not in arrears of strata fees or special levies;
  - (b) The registered owner of the Strata Lot provides the Strata Corporation with approval in writing;
  - (c) The spouse is married to the registered owner or 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; and
  - (d) The spouse is at least 19 years of age.
- (4) Only one person is eligible to run for election as a Council member at any one time with respect to a particular Strata Lot.



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

10. Council members' terms

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

11. Removing Council member

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

12. Replacing Council member

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

### 13. Officers

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

### 14. Calling Council meetings

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

### 15. Requisition of Council hearing

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

16. Quorum of Council

(1) A quorum of the Council is

- (a) 2, if the Council consists of 3 or 4 members,
- (b) 3, if the Council consists of 5 or 6 members, and
- (c) 4, if the Council consists of 7 members.

(2) Council members must be present in person at the Council meeting to be counted in establishing quorum.

(3) For the purposes of these bylaws, a Council member attending a meeting by electronic means is deemed to be present in person.

17. Council meetings

(1) At the option of the Council, Council meetings may be held, or Council decisions made by electronic means, so long as all Council members can communicate with each other during the meeting or during the course of the decision making process.

(2) Owners may attend Council meetings as observers, but may not speak or address Council unless granted permission to do so by Council.

(3) Despite subsection (2), no observers may attend those portions of Council meetings that deal with any of the following:

- (a) bylaw or rule contravention or alleged contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) outstanding strata fees, fines or special levy against a strata lot owner;
- (d) any legal action being considered against a strata lot owner or resident;
- (e) any costs being levied against a strata lot owner for repair work; and
- (f) ongoing negotiation with a third party, where public knowledge of such negotiations might jeopardize the interests of the owners.

(4) For the purpose of these bylaws electronic means includes but is not limited to telephone, teleconferencing, Skype, web cast, email or any other method which permits all persons participating in the meeting to communicate with each other.

(5) All written electronic communication, including but not limited to emails or text messages, issued during the course of a meeting by electronic means shall be deemed to be a part of the Council's meeting minutes and records.

- (6) Audio and/or visual recording is prohibited during Council meetings, and general meetings without prior approval of the majority of Council members in the case of a Council meeting or eligible voters in the case of a general meeting.
- (7) Audio and/or visual recording is prohibited during Council meetings dealing with matters outlined in bylaw 17(4) or Council hearings granted under bylaw 15. An exemption to this bylaw may be granted if all parties consent to the recording of the meeting prior to its commencement.

18. Voting at Council meetings

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

19. Council to inform owners of minutes

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

20. Delegation of Council's powers and duties

- (1) Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
  - (2) The Council may delegate its spending powers or duties, but only by a resolution that:
    - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
    - (b) delegates the general authority to make expenditures in accordance with subsection (3).
  - (3) A delegation of a general authority to make expenditures must:
    - (a) set a maximum amount that may be spent, and
    - (b) indicate the purposes for which, or the conditions under which, the money may be spent.

- (4) The Council may not delegate its powers to determine, based on the facts of a particular case:
  - (a) whether a person has contravened a bylaw or rule, or
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

21. Spending restrictions

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

22. Limitation on liability of Council member or volunteer

- (1) A Council member, or a volunteer who has been delegated duties by the Council in writing ("a Volunteer"), who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Subsection (1) does not affect a Council member's or Volunteer's liability, as an owner, for a judgment against the Strata Corporation.
- (3) Each Council member or Volunteer shall be indemnified and saved harmless by the Strata Corporation against any and all liability and costs, including legal costs as between a solicitor and his/her own client, for any acts or omissions while he or she was carrying out his or her duties as a member of the Council or Volunteer.

- (4) Notwithstanding the above there shall be no indemnity if a Council member or Volunteer commits wilful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of his or her duties. In the event of a settlement, the indemnification shall apply only when the Strata Corporation approves such a settlement and reimbursement as being in the best interests of the Strata Corporation.
- (5) All acts done in good faith by the Council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of Council, as valid as if the Council member had been duly appointed or had duly continued in office.

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

#### 23. Enforcement Options

(1) The Strata Corporation may:

(a) fine an owner a maximum of:

- (i) up to TWO HUNDRED DOLLARS (\$200), at the discretion of the Council, for each contravention of a bylaw (save and except for a rental bylaw where the fine may not be more than FIVE HUNDRED DOLLARS (\$500)), and
- (ii) up to FIFTY DOLLARS (\$50), at the discretion of the Council, for each contravention of a rule.
- (iii) up to FIVE HUNDRED DOLLARS (\$500) for a breach of the Rental Restriction Bylaw.

(b) do what is reasonably necessary to remedy a contravention of Its bylaws or rules, including:

- (i) doing work on or to a strata lot, the common property or common assets, and,
- (ii) removing objects from the common property or common assets.

(c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130.

#### 24. Continuing contravention

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

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

- (1) The Council may commence and prosecute small claims actions for the recovery of any monies owing to the Strata Corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote.
- (2) The Council may commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property*

*Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$7,500 per case, to conduct the proceedings.

- (3) The Council may make a request under section 4 of *the Civil Resolution Tribunal Act* asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings.

#### 26. Full Indemnity For Enforcement Costs

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

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

#### 27. Person to chair meeting

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

#### 28. Participation by other than eligible voters

- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

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

## 29. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, then:
  - (a) the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
  - (b) if neither the president nor the vice president of the Council casts a second deciding vote, the chair elected in accordance with subsection 27(3) may break the tie by casting a second, deciding vote, but only if that person is also an eligible voter.
- (6) If the Strata Corporation is entitled to register a lien against a Strata Lot under section 116(1) of the *Strata Property Act*, then the vote for that Strata Lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.
- (7) The election of each Council member must be voted on, and to be elected each Council member must be elected by a majority of votes cast. Council members are not to be elected by acclamation.

## 30. Order of business

- (1) The order of business at annual and special general meetings is as follows:
  - (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;



- (g) deal with unfinished business;
- (h) receive reports of Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the *Strata Property Act*;
- (j) report on insurance coverage in accordance with section 154 of the *Strata Property Act*, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the *Strata Property Act*, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the *Strata Property Act*;
- (m) elect a Council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

(2) The owners may change the agenda by a majority vote.

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

- (1) Pursuant to Section 48 of the *Strata Property Act*, the quorum for all Special and Annual General Meetings shall be ONE THIRD (1/3) of the eligible owners.
- (2) Notwithstanding Section 48(3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if at that time a quorum is still not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

## **Division 6 -- Voluntary Dispute Resolution**

### 32. Voluntary dispute resolution

- (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
  - (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
  - (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **Division 7 -- Signs and Exterior Appearance**

#### **33. Signage and Exterior Appearance**

- (1) An owner, tenant or occupant of a residential strata lot shall not:

- (a) erect or permit to be erected or to remain any signs, fences, billboards, placards, advertising or any other fixture or fitting of any kind whatsoever external to any part of a strata lot or of the common property without the express written consent of the Council;
- (b) install, mount, hang, place or display, an awning, shade, screen, air-conditioning unit, smoke stack, radio or television antenna on the exterior of the building without the express written or strata lot, without the express written consent of the Council;
- (c) hang, place, or display, laundry, clothing, bedding or other unsightly articles from windows, balconies, or other parts of the building so that they are visible from the outside of the building;
- (d) place appliances, indoor furniture, boxes, containers, garbage, recycling or any items other than plants, pots, patio furniture, or barbecues on a patio or balcony;
- (e) alter, change or modify the exterior appearance of the strata lot, or common property in any way: including but not limited to the painting of wood, stucco, brick, railings, concrete or other exterior parts of the building, or the attachment of sunscreens, greenhouses or planter hanging outside the railings without the express written consent of the Council;
- (f) install, hang, mount or display window coverings, which are visible from the exterior of the building, other than those which are white, off-white or beige in colour;
- (g) install, place or display holiday lights or decorations between January 15 and Dec 1 in each year;
- (h) install, place or display inflatable decorations on a balcony or patio; or
- (i) place or adhere a lock box on the common property or the Strata Lot without the prior written permission of the Council.

- (2) Despite Bylaw 33(1) an owner may place a for sale sign on the common property of a size, and in a place designated by the Council.

### **Division 8 -- Parking and Motor Vehicles**

#### **34. Parking**

- (1) Each Strata Lot has or will have one limited common property parking stall allocated it.

- (2) An owner, tenant, or occupants may only park, store or leave their motor vehicles in the limited common property stall assigned to their Strata Lot.
- (3) An owner, tenant or occupant shall only permit his or her visitor or visitors to park in in the limited common property stall assigned to their Strata Lot or the designated visitors' parking areas.
- (4) An owner, tenant, occupant and their visitors must not park any of the following on the common property, or limited common property:
  - (a) an uninsured, unlicensed or unserviceable motor vehicle, including cars, trucks, trailers, boats and motorcycles, without the prior written approval of the Council, which said approval may be granted subject to conditions which conditions may include the provision of written proof of storage insurance to the Council;
  - (b) a motorhome, recreational vehicle, trailer, vehicle exceeding 2500kg, camper, boat, or commercial vehicle without the prior written approval of the Strata Corporation, which said approval may be granted subject to conditions; or
  - (c) a vehicle greater than 6' \_\_\_" in height.
- (5) An owner, tenant, occupant and their visitors must not:
  - (a) conduct repairs, modifications, maintenance or servicing to a motor vehicle on common property other than:
    - (i) changing wiper blades;
    - (ii) changing lightbulbs;
    - (iii) rotating or changing tires; or
    - (iv) replacing batteries.
  - (b) park a vehicle on the common property in a manner which may compromise the safety or security of the residents of the complex or impede the ability of owners to access or egress the complex, their parking stalls or their vehicles;
  - (c) exceed the speed limit of 10 kilometres per hour on the common property;
  - (d) use horns except in an emergency;
  - (e) shall not park a visitor's vehicle in the visitors' parking space for more than 7 days in a calendar month; and
  - (f) park a motor vehicle which is leaking oil or other fluids on the common property or in a designated parking space.
- (6) An owner, occupant, tenant or visitor must:
  - (a) upon notice from the strata corporation, remove a vehicle from common property for building maintenance; and
  - (b) clean up any oil, or fluid spills on the common property.

- (7) The Council shall provide written notice of any violation of this bylaw to the vehicle owner by leaving the notice of violation on the vehicle, and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the Council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw, fine the owner, or both. Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.
- (8) In addition to the rights conferred by 34(7) the Council has the right to immediately tow any vehicle which is parked in violation of 34(5)(b) or 34(6)(a).
- (9) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.
- (10) Pursuant to s. 74 of the Strata Property Act, the following common property parking stalls, be allocated as limited common property to individual strata lots as follows:.

Strata Lot 1 Unit TH1 Common Property Parking Stall 3  
Strata Lot 2 Unit TH2 Common Property Parking Stall 1  
Strata Lot 3 Unit TH3 Common Property Parking Stall B  
Strata Lot 4 Unit TH4 Common Property Parking Stall C  
Strata Lot 5 Unit TH5 Common Property Parking Stall 2  
Strata Lot 6 Unit TH6 Common Property Parking Stall A  
Strata Lot 7 Unit 101 Common Property Parking Stall 4  
Strata Lot 8 Unit 201 Common Property Parking Stall 5  
Strata Lot 9 Unit 202 Common Property Parking Stall 6  
Strata Lot 10 Unit 203 Common Property Parking Stall 7  
Strata Lot 11 Unit 204 Common Property Parking Stall 8  
Strata Lot 12 Unit 205 Common Property Parking Stall 9  
Strata Lot 13 Unit 301 Common Property Parking Stall 15  
Strata Lot 14 Unit 302 Common Property Parking Stall 10  
Strata Lot 15 Unit 303 Common Property Parking Stall 17  
Strata Lot 16 Unit 304 Common Property Parking Stall 11  
Strata Lot 17 Unit 305 Common Property Parking Stall 13  
Strata Lot 18 Unit 402 Common Property Parking Stall 14  
Strata Lot 19 Unit 403 Common Property Parking Stall 16  
Strata Lot 20 Unit 404 Common Property Parking Stall 12  
Strata Lot 21 Unit 405 Common Property Parking Stall 18

#### **Division 9 -- Rental of Strata Lots**

##### **35. Rental Restrictions**

- (1) The maximum number of Strata Lots that may be rented or leased by the owners shall be three (3) and no owner may rent a Strata Lot without the prior written permission of the Council. For the purposes this bylaw a rented Strata Lot includes but is not limited to any agreement to provide for the occupancy of a Strata Lot between a Strata Lot owner and one or more persons who are not members of the Strata Lot owner's family.
- (2) Pursuant to section 141(2)(b)(ii) of the *Strata Property Act*, the minimum period of time that a strata lot, or room in, or portion of a strata lot may be rented, or leased is ONE (1) MONTH.

- (3) An owner wishing to rent or lease a strata lot must apply in writing to the Council for permission to rent or lease.
- (4) The Council will keep a list of owners who wish to rent their strata lot and the priority of their application. If the number of strata lots rented or leased at the time an owner applies for permission to lease has reached the limit stated in bylaw 35 (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. The Council shall grant approvals on a first come basis in the order of the date such applications are received by the Council. An owner whose permission to rent or lease has terminated in accordance with bylaw 35 (6) below and who wishes to reapply for permission shall be placed at the back of the waiting list and the first owner on the waiting list shall then be granted permission to rent.
- (5) An owner who has received permission to rent or lease a strata lot must exercise the permission within TWO (2) months from the date that the Council granted the permission,

otherwise the permission expires. During the TWO (2) months immediately following the grant of permission, the strata lot will be deemed leased or rented for the purposes of the limit stated in bylaw 35 (1).

- (6) Once an owner has received and exercised permission to rent or lease their strata lot, that owner, or a subsequent owner of the strata lot may continue to lease his or her strata lot until the earlier of:
- (a) the date the Owner, or a Family Member of the Owner moves into and resides in the strata lot;
  - (b) the date the strata lot is conveyed to an Owner occupier of the strata lot;
  - (c) in the event the strata lot is sold subject to an existing tenancy; the date the tenancy agreement between the new owner and the existing tenant at the time of sale is determined, terminated or expires; or
  - (d) the permission to rent terminates pursuant to bylaw 35 (5) above.
- (7) This rental restriction bylaw does not apply to prevent the rental or lease of a strata lot to an Owner's Family Members;
- (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.
- (8) 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) the proposed term of the lease or rental, including the commencement date as well as the termination date, if any, of the lease or rental; and,
    - (iii) any other information or documents shall be provided as may reasonably be requested by the Council;
- (9) If the owner requests a hearing, then the Strata Corporation shall:
- (a) hear the owner or the owner's agent within FOUR (4) weeks after the date the application is given to the Strata Corporation; and
  - (b) provide its written decision within ONE (1) week of the hearing;

- (10) If the owner does not request a hearing, then the Strata Corporation shall provide its written decision within TWO (2) weeks of the receipt of the application.
- (11) 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 (9)(b) and (10) above.
- (12) Notwithstanding the terms and conditions of this bylaw an owner may rent, let, lease or license his or her strata lot for one period of between one and four months in each calendar year.
- (13) Any Strata Lot owner who rents his or her Strata Lot must provide to the Council a Form K, Notice of Tenant's Responsibilities, as set out in the *Strata Property Act*. This documentation must be provided to the Council prior to the commencement of any tenancy agreement.
- (14) Where an owner rents or 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 or leased in contravention of these Bylaws. 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.

### 35.1 Prohibition on Use of Strata Lot as Transient Accommodation

(1) Owners, occupants and tenants may not:

- (a) rent, let, lease, or provide a license of occupancy to all or any part of their strata lot for use as transient accommodation;
- (b) market, list, offer or advertise all or any part of their strata lot as being available for any of the prohibited uses set out in bylaw 35.1(1)(a) above.

(2) For the purposes of this bylaw: owners, tenants and occupants will be deemed to be using their strata lot as transient, tourist, hotel, motel accommodation, or for the accommodation or housing of the transient, travelling, or vacationing public if they rent, lease, or provide a license of occupancy to all or part of their strata lot, in exchange for monetary compensation, to any person or persons to reside in or occupy a strata lot for less than one month.

(3) Where an owner, occupant or tenant contravenes bylaw 35.1(1)(a) or (1)(b) above the owner will subject to a fine of up to \$200.00 or such higher amount as then permitted by the *Strata Property Regulations* for:

- (a) each time the strata lot is advertised or marketed contrary to bylaw 35.1(1)(b) above; or
- (b) each night the strata lot is rented, let, leased or licensed contrary to bylaw 35.1(1)(a) above.

**Division 10 -- Insurance and Other Perils**

**36. Insurance and Risk Allocation**

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every two years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (2) For purposes of section 149(4)(b) of the *Strata Property Act*, the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
  - (a) earthquake insurance; and,
  - (b) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00 or such lesser amount as may be available.
- (3) Subject to the regulations and this bylaw, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1).
- (4) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.
- (5) An Owner, tenant, occupant or visitor must not:
  - (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
  - (b) cause damage, other than reasonable wear and tear to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (6) An owner shall reimburse the Strata Corporation maintenance, repair or replacement costs plus any losses or damages to an owner's strata lot, the common property, the limited common property or the contents of same, if:
  - (a) that owner is responsible for the loss or damage; or
  - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
    - (i) that owner; or,
    - (ii) any member of the owner's family; or,
    - (iii) the owner's pet(s); or,
    - (iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets,



- (v) but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.
- (7) For greater certainty, an owner is responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act.
- (8) Without restricting the generality of the foregoing, an owner is responsible for:
  - (a) any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's strata lot including, but not limited to the following:
    - (i) dishwasher;
    - (ii) refrigerator with ice/water dispensing capabilities;
    - (iii) garburator;
    - (iv) hot water tank;
    - (v) washing machine;
    - (vi) toilet, sink, bathtub and/or shower;
    - (vii) air conditioner;
    - (viii) fish tank;
    - (ix) fireplace;
    - (x) plumbing pipes, fixtures and hoses located wholly within the strata lot, and which service only that strata lot; or,
    - (xi) any other similar type of appliance, equipment or fixture.
  - (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, that the owner is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.

- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (11) An owner shall obtain and maintain an insurance policy to cover:
- (a) the losses described in section 161 of the Act;
  - (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave rise to the claim;
  - (c) any Alteration;
  - (d) any betterments or changes to the buildings or fixtures built by the developer; and
  - (e) losses from water escape and rupture.
- (12) Owners must provide proof of their insurance policy to the Council within 7 days of receipt of a written request from the Council.

#### **Division 12 -- Miscellaneous**

#### **38. Moving, Renovations, and Deliveries**

- (1) Before any change in occupancy in a strata lot ("Change of Occupancy") or move of furniture, appliances, other large objects into or out of the building ("Delivery") or construction material ("Renovation"), owners, tenants and occupants must:
- (a) Provide a minimum of 48 hours written notice to the Property Management company or the Council.
  - (b) In the case of a Change of Occupancy, pay a non-refundable fee of \$50 to the Council and a refundable \$100 damage deposit.
  - (c) Note any existing damage to the elevator, walls, fixtures and carpets and report these to any member of the Council, Property Management company or caretaker prior to the Change of Occupancy, Renovation, or Delivery.
- (2) During a Change of Occupancy, Renovation, or a Delivery, owners, tenants and occupants must:
- (a) Ensure that security is maintained and that the front door is not left open and unattended.
  - (b) Not store or leave personal property in common areas; and
  - (c) Must release the elevator when it is not in use.
- (3) Owners, tenants, and occupants shall either remove cardboard containers or collapse and dispose of them in the appropriate recycling or garbage bin in the garbage room.

- (4) Owners, occupants and tenants may only perform Changes of Occupancy, Renovation, or Delivery, between 8.00 a.m. and 8.00 p.m.
- (5) If the common property of the strata corporation is damaged as a result of a Change of Occupancy, Renovation, or Delivery, the Council may repair such damage, apply the damage deposit to the cost of such repairs, and recover the additional costs of such repairs from the owner, tenant or occupant responsible for the damage. The costs will include the payment of legal costs if any incurred by the Council on a solicitor and own client basis.
- (6) If no damage is caused during the Change of Occupancy, Renovation, or Delivery, the Council will refund the damage deposit within 5 days of the Change of Occupancy, Renovation, or Delivery.

### 39. Security

- (1) Owners, tenants, occupants, visitors, agents and employees of the Strata Corporation must:
  - (a) ensure when entering and exiting the building that all locked entranceways are securely closed after use
  - (b) wait for the garage door to close after entering or exiting the parkade.

### 40. Notice and Consent

- (1) If at any time under these Bylaws, an Owner, tenant or occupant is required to provide notice to the Council or to obtain consent from the Council, such notice and consent will be effective only if in writing.

### 41. Severability

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