

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

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

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

Supplied  
Ordered

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

**STRATA PLAN VIS6357, "Dimore"**

The Owners, Strata Plan VIS6357 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 **January 30, 2019**.

Resolution 4 – No Smoking Bylaw

**WHEREAS** pursuant to s. 128 of the *Strata Property Act*, S.B.C. 1998, c. 43 a strata corporation may amend its bylaws;

**WHEREAS** the Strata Corporation's current bylaw 3(2)(a) bans owners, occupants and tenants from smoking on the common property.

**AND WHEREAS** the Strata Council believes it to be in the best interests of the owners to repeal bylaw 3(2)(a) and adopt a more robust and restrictive anti-smoking bylaw that bans smoking not only on the common property but also within the strata lots and on balconies, and (A) immediately create a non-smoking building save for certain prescribed aboriginal uses, or (B) which will eventually result in a non-smoking building but which grandfather and registers existing smokers.

**BE IT RESOLVED BY A 3/4 VOTE OF THE OWNERS, STRATA PLAN VIS6357** (the "Strata Corporation") that the bylaws of the Strata Corporation be amended by the addition of the attached bylaws as bylaws of the Strata Corporation.

**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 or any limited common property assigned to that strata lot. This prohibition shall include:
  - a. the interior of all strata lots, and
  - b. exterior balconies and patios of all strata lots.
- (3) "Smoking" for the purposes of this bylaw, 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 term "Smoking" includes but is not limited to: tobacco smoking, use of electronic cigarettes or vapes, marijuana smoking, heroin smoking, and crack 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) Due to the availability of marijuana in consumable formats such as oil, edibles and butter, and the Supreme Court of Canada's decision decriminalizing ingestible medical marijuana in *R. v. Smith*, 2015 SCC 34, and the ruling of the Civil Resolution Tribunal in *The Owners, Strata Plan LMS 2900 v. Mathew Hardy*, 2016 CRTBC 1, nothing in this bylaw should be construed as authorizing the smoking of marijuana by anyone, even those owners, tenants or occupants who have a valid authorization to possess marijuana issued pursuant to *the Marijuana Medical Access Regulations*, under the *Canada Controlled Drugs and Substances Act*. For clarity, the Strata Council may not grant a Human Rights based exemption permitting the smoking of marijuana or marijuana based products to any person.
- (8) 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.
- (9) Subsection (2)(a) of this bylaw does not apply to any owners, occupants or tenants who currently smoke tobacco, vapes or e-cigarettes within their strata lot at the time this bylaw was passed. Such owners, occupants or tenants must register as an existing smoker with the Strata Council within 60 days of the passage of this bylaw otherwise they will forfeit their right to smoke tobacco, vapes or e-cigarettes within their strata lot.
- (10) 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.

Supplied to StrataDoc.com 19/03/2017  
Ordered by Real One Realty

Resolution 5 –Prohibition Against Growing, Processing and Sale of Cannabis

**WHEREAS**

Recreational cannabis use was legalized in October 2018 and is now governed by a number of laws in British Columbia, namely:

1. Federal Statutes in the form of the *Access to Cannabis for Medical Purposes Regulations* or the *Cannabis Act*.
2. Provincial statutes in the form of *The Cannabis Control and Licensing Act*
3. Municipal bylaws in the form of the CRD's *Clean Air Bylaw*
4. Private law in the form of a strata corporation's bylaws.

The adoption of the *Cannabis Act* in October 2018 has permitted people to legally use, and share dried cannabis or its equivalent forms. The *Cannabis Act* has also allowed homeowners to grow up to four plants in each household, including strata lots.

The legalization of the smoking, growth, possession and sharing of cannabis poses certain potential problems for Strata Corporations including:

1. Odours caused by the cultivation and growing of cannabis plants.
2. Odours caused during the processing of cannabis.
3. Odours caused by the smoking of cannabis.
4. Moisture damage to the buildings arising out of the cultivation of cannabis plants.
5. Mold and mildew.
6. Increased and disproportionate water use.
7. The rewiring of common electrical lines to provide electricity used for growing plants.
8. Increased fire hazards due to growing and processing of cannabis.
9. Penetrations of the building envelope to allow for greater ventilation.
10. Increase in the cost of insurance premiums or a refusal to provide coverage.
11. The opening of a dispensary in one of the Strata Corporation's non-residential strata lots.

Accordingly the Strata Corporation believes it to be in the best interest of the Strata Corporation to adopt bylaws to prevent the growing and sale of cannabis in the Strata Corporation.

**BE IT RESOLVED AS ¾ VOTE OF THE OWNERS STRATA PLAN VIS 6357** that the Strata Corporation amend its bylaws by adopting a bylaw that bans the growing, processing and sale of cannabis and equivalents:

Division 14 - Restrictions on Cultivation, Sale and Smoking of Cannabis

**38. Prohibition Against Growing, Processing and Sale of Cannabis and Cannabis Derivatives**

- (1) For the purposes of these bylaws, "cannabis" means the *Cannabis sativa*, *Cannabis indica*, and *Cannabis ruderalis* plants or any similar member of the *Cannabaceae* family, and any products derived therefrom.
- (2) Owners, occupants, tenants, and visitors may not:
  - (a) grow or cultivate cannabis in or on a strata lot, the limited common property, or the common property;
  - (b) produce, process, or manufacture cannabis or any derivative thereof in or on a strata lot, the limited common property, or the common property; or
  - (c) share, trade, barter, or sell cannabis or any derivative thereof, in or from a strata lot, the limited common property, or the common property.

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- (3) In the event that the Strata Corporation receives a written complaint regarding an alleged contravention of subsection (2), the Strata Corporation, in addition to any other right of entry it has under these bylaws, may enter into a strata lot or the limited common property on 24 hour's written notice to carry out an inspection of that strata lot or the limited common property to determine if a contravention of subsection (2) has occurred.
  - (4) If, after having complied with the procedural requirements of section 135 of the *Strata Property Act*, the Strata Corporation determines that an owner, occupant, tenant or visitor has violated subsection (2), then it may:
    - (a) Fine the owner or tenant of the subject strata lot up to \$200 per contravention or such higher amount as then permitted under the *Strata Property Act* and *Strata Property Regulation*;
    - (b) Remove and dispose of any cannabis plants, cannabis processing or cannabis manufacturing equipment discovered during the inspection;
    - (c) Clean and make good any damage to the strata lot, limited common property or common property caused by or arising out of the growing, cultivating, production, processing or manufacturing of cannabis; and
    - (d) Charge back the cost of the inspection, removal, cleaning and restoration of the property back to the offending owner or tenant of the subject strata lot.
  - (5) The prohibitions and restrictions in subsection (2) applies to both recreational cannabis use and those owners, tenants, or occupants who have obtained a valid:
    - (a) non-medical cannabis retail licence from the Liquor and Cannabis Regulation Branch; or
    - (b) license to dispense medicinal cannabis;
    - (c) a valid authorization to possess / grow cannabis issued pursuant to the *Access to Cannabis for Medical Purposes Regulations* or the *Cannabis Act* or any similar or successor legislation.

Supplied to StrataDocs on 19/12/2021  
Ordered by Ron Keaton 2010317

Resolution 6 - Ban on Transient Accommodation Air BnB / VRBO

**BE IT RESOLVED AS ¾ VOTE OF THE OWNERS STRATA PLAN VIS 6357** that the Strata Corporation amend its bylaws by adopting the following bylaw that bans the use of a Strata Lot as Transient Accommodation.

Division 15 – Prohibition against Transient Accommodation

**39. Prohibition against use of Strata Lot as transient accommodation.**

- (1) For the purposes of this bylaw “transient accommodation” means:
  - (a) The use of all or a part of a strata lot for the temporary accommodation of persons including but not limited to travellers and the vacationing public for periods of under one month, and without limitation includes vacation rentals, boarding, hostel use, and bed and breakfast accommodation; but
  - (b) does not include the accommodation of visitors without receipt of remuneration.
- (2) A strata lot, or part of a strata lot, may not be rented, leased, or licensed to any person who is not a Family Member of the registered owner:
  - (a) for use as transient accommodation; or
  - (b) as part of a home exchange or house swap.
- (3) Owners, occupants and tenants may not market, list, offer or advertise all or any part of their strata lot as being available to be rented, leased, or licensed:
  - (a) for use as transient accommodation, or
  - (b) as part of a home exchange or house swap.
- (4) Where an owner, occupant or tenant contravenes bylaw:
  - (a) 39(2)(a), the owner will subject to a fine of up to \$1,000.00 or such higher amount as then permitted under the *Strata Property Regulation* for each night the strata lot is used as transient accommodation; or
  - (b) 39(2)(b), or 39(3), the owner will subject to a fine of up to \$200.00 or such higher amount as then permitted under the *Strata Property Regulation* for:
    - (i) every seven days that the strata lot is used as part of a home exchange, or
    - (ii) each time the strata lot is advertised or marketed as being available for use as transient accommodation.

Supplied to StrataDocs on 2019/02/14  
Ordered by ProNeal on 2019/03/14

Resolution 7 – Amendment to bylaws

**BE IT RESOLVED** by a ¾ vote of the Owners of Strata Plan VIS6357 “Dimore” that the bylaws of the Strata Corporation be amended by the addition of the attached bylaws as bylaws of the Strata Corporation.

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

**4. Inform Strata Corporation**

- (3) Prior to possession of a strata lot by a tenant, an owner shall deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant’s Responsibilities in Form K.
- (4) Within two weeks of renting a strata lot, the landlord shall provide the strata corporation a copy of the Form K—Notice of Tenant’s Responsibilities signed by the tenant, in accordance with s. 146 of the Act.

Resolution 8 – Bylaw Consolidation

**BE IT RESOLVED** by a ¾ vote of the Owners of Strata Plan VIS6357 “Dimore” 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.

M. E. Puckett

Signature of Council Member

[Signature]

Signature of Council Member

Supplied to StrataDocs on 2019/03/14  
Ordered by Ron Neal on 2019/03/14

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# “The Dimore” at Tuscany Village, Strata Plan VIS6357 Bylaws Index

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# Strata Plan VIS 6357 Bylaws

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

### Payment of strata fees

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

### Repair and maintenance of property by owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

### Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
  - (f) use or permit his or her strata lot to be used for any purpose other than as a single family dwelling;
  - (g) allow the strata lot to become unsanitary;
  - (h) permit his or her strata lot to be occupied as a permanent place of residence at any one point in time by more than:
    - (i) Two (2) persons in a one (1) bedroom unit; or
    - (ii) Three (3) persons in a two (2) bedroom unit; and
    - (iii) One addition personal in any unit with a den;without the prior written consent of the strata council. For the purposes of this bylaw, "persons" shall be defined to include adults and minors.
  - (i) place window coverings, including colored or patterned drapes, sheets, blankets, aluminum foil or other similar type of coverings, showing from the outside of the building, except for white or off white coverings, which are permitted;
  - (j) place items against or near the windows or on window sills in such a way as to appear untidy from the exterior,
  - (k) hang or display on or from windows, balconies or other parts of the strata lot any laundry, washing, clothing, bedding or other materials or articles including but not limited to shades, awnings or other sun screens of any material, signs, advertising, and placards;

- (l) store or use barbeques of any type or any combustible or inflammatory material on any limited or other common property except that gas barbeques may be used on balconies and patios other than the small (Juliette) balconies;
- (m) use decks, patios, balconies, or other limited common property for storage of any good and in particular, without limiting the generality of the foregoing, bicycles, recycling boxes;
- (n) throw or sweep water or any other substance from the deck, patio, balcony, or other limited common property;
- (o) place discarded goods or garbage on a deck, patio, balcony, or other limited common property;
- (p) place furniture on a deck, patio, balcony or other limited common property other than patio tables and chairs, but specifically excluding umbrellas;
- (q) place or install an air conditioning unit, radio or television antenna, satellite dish or similar device on the exterior of any strata lot or on any part of the common property.
- (2) An owner, tenant, occupant or visitor shall not:
- (a) *repealed and replaced by bylaw 37, Smoking Prohibition*
- (b) obstruct or use the sidewalks, passages, common halls, stairways and lobbies for any purpose other than ingress and egress to and from the building and strata lots;
- (c) park a shopping cart, bicycle or any other similar cart or vehicle on the common property;
- (d) do or permit anything to be done that may cause damage to plants or landscaped common property;
- (e) leave or permit to be left anything likely to cause an obstruction, restriction, or hindrance on any part of the common property or to persons lawfully using the same;
- (f) store or pile dirt, rubbish, garbage, boxes, packing cases or the like on any part of the common property;
- (g) transport bicycles or other vehicles (besides wheelchairs, scooters or other vehicles of the handicapped) through the hallways, elevators or other common areas excluding the parking area and designated bicycle storage areas.
- (3) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (4) The strata council shall allocate in its sole discretion one parking space to each strata lot for the use by a strata lot owner, occupant, tenant or authorized visitors.
- (5) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
- (b) up to two caged birds; other than pigeons which are not permitted;
- (c) two cats; or
- (d) one dog of a maximum height of 18 inches (45cm) at the top of the back when fully grown
- (6) In addition to the provisions of section 123(1) of the Strata Property Act, bylaw 3(5) shall not apply to any pets living with an owner, tenant, or occupant the time that the notice of the proposed amendment to bylaw 3(5) was mailed.

- (7) An owner, tenant, or occupant must register all their pets with the strata council.
- (8) The following breeds have been declared as vicious by the American Veterinary Association and are not allowed in the strata lot or on common property: Boxers, Dalmatians, Alaskan Malamutes, Huskies, German Shepherds, Rottweilers, Chow Chows, Pit bulls, Pit bull terriers and Staffordshire bull terriers. Dogs bred with the above breeds are also not allowed.
- (9) An owner must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset. The owner is responsible for the immediate clean-up of any pet excrement that occurs on common property or limited common property held in common by a section.
- (10) A pet shall not cause a nuisance to any resident.
- (11) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the Strata Property Act. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.
- (12) Each owner is responsible to ensure that such owner's tenant, occupant, visitor or guest complies with these bylaws in respect of pets and animals, and such owner will be subject to bylaw 3(9) in respect of any complaint about the pet of such owner's tenant, occupant, visitor or guest.

#### Inform Strata Corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- (3) Prior to possession of a strata lot by a tenant, an owner shall deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- (4) Within two weeks of renting a strata lot, the landlord shall provide the strata corporation a copy of the Form K—Notice of Tenant's Responsibilities signed by the tenant, in accordance with s. 146 of the Act.

#### Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of 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 the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.

#### Obtain approval before altering common property

- 6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

#### Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

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

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

- 8 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
- (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
- (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
- (A) the structure of a building;
- (B) the exterior of a building;
- (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (D) doors, windows and skylights on the exterior of a building or that front on the common property;
- (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
- (i) the structure of a building,
- (ii) the exterior of a building,
- (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
- (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

### Division 3 -- Council

#### Council size

- 9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

#### Council members' terms

- 10 (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 reelection.

#### Removing council member

- 11 (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.

#### Replacing council member

- 12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

#### Officers

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

#### Calling council meetings

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

#### Requisition of council hearing

- 15 (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.

#### Quorum of council

- 16** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
  - (b) 2, if the council consists of 2, 3 or 4 members,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 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.

#### Council meetings

- 17** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

#### Voting at council meetings

- 18** (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 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the 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.

#### Council to inform owners of minutes

- 19** The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

#### Delegation of council's powers and duties

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

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

#### Spending restrictions

- 21 (1) 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) Despite subsection (1), 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.

#### Limitation on liability of council member

- 22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

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

##### Maximum fine

- 23 (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) up to \$200.00 in the discretion of the strata council, for each contravention of a bylaw (save and except for the rental bylaw where the fine may not be more than \$500.00), and
  - (b) up to \$50.00, at the discretion of the strata council, for each contravention of a rule.
  - (c) in addition the above fines, the strata council may levy a fine of up to \$500.00 for a breach of the Rental Restriction Bylaw.

##### Interest on Late Payment

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

##### Continuing contravention

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

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

##### Person to Chair Meeting

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

##### Participation by other than eligible voters

- 27 (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.

#### Quorum & Voting

- 28**
- (1) If within 30 minutes from the time appointed for an Annual or Special General Meeting a quorum is not present, the eligible voters present or by proxy constitute a quorum.
  - (2) At an annual or special general meeting, voting cards must be issued to eligible voters.
  - (3) 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.
  - (4) 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.
  - (5) 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.
  - (6) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
  - (7) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
  - (8) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

#### Order of business

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

#### Division 6 -- Voluntary Dispute Resolution

##### Voluntary dispute resolution

- 30**
- (1) 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 -- Marketing Activities by Owner Developer

#### Display lot

- 31 (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

### Division 8 – Victoria Car Share Co-operative

#### Shares By-law

32

- (a) The Strata Corporation has entered into an Agreement with Victoria Car Share Co-Operative (VCSC) whereby VCSC has issued four shares for the benefit of the current owner of each strata lot in the strata corporation (the "Agreement").
- (b) Each owner or owner(s) of a strata lot is entitled to four shares of the VCSC without payment. If there is more than one owner of the strata lot, the shares will be held jointly.
- (c) Tenants of an owner or owner(s) of a strata lot may make use of vehicles provided by the VCSC pursuant to the Agreement (the "Vehicles") as if the tenant were a member of the VCSC, subject to the limitations set out herein. In order for a tenant to make use of the vehicles:
  - The owner(s) must provide written notice to the VCSC of the name of the tenant or the tenants that are to exercise the benefits of the VCSC membership;
  - The owners must provide contact information for the tenant;
  - The tenant must provide any information required by the VCSC regarding the tenant in order for the VCSC to determine if the tenant qualifies to exercise the rights and benefits of membership as provided herein and by the rules and policies of the VCSC.
- (d) An owner or owners will immediately inform the VCSC in writing when a tenant who applied to use a vehicle under bylaw (c) above has ceased to be a tenant of the owner(s).
- (e) An owner(s) shall not make use of the vehicles where the owners have provided notice to the VCSC that a tenant will make use of vehicles as provided by bylaw (c) above.
- (f) Each owner entitled to a share in the VCSC may only exercise the rights and benefits of shareholding if the person or persons would otherwise qualify and/or meet VCSC membership requirements as they are from time to time.
- (g) Each tenant may only exercise the rights and benefits of membership if the tenant would otherwise qualify and/or meet VCSC membership requirements as they are from time to time.
- (h) If at any time an owner or tenant does not meet VCSC membership criteria, then the owner or tenant may not exercise any VCSC membership rights and benefits until such time that the owner or tenant may again qualify for membership under VCSC membership criteria.
- (i) Each shareholder or joint shareholder may exercise the rights and remedies available to shareholders of the VCSC, including voting rights, subject to the rules of the VCSC.

### Division 9 – Severability

#### Interpretation

33

- (1) For the purposes of interpretation of these bylaws and any amendments, additions or alterations to them, each heading, paragraph and subparagraph shall be deemed to be a separate section with the intent that should an Arbitrator or Court of Competent Jurisdiction find that any such heading,

paragraph or subparagraph of these bylaws or any amendments is void for uncertainty or is ultra vires the strata corporation or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and the remaining, heading, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and all such heading, paragraphs and subparagraphs shall remain in force and effect.

## Division 10 – Insurance

### Insurance & Liability of Water Escape

#### 34

- (1) The Strata Corporation must maintain errors and omissions – “Officers and Director’s Liability Insurance” – in an amount of not less than \$2,000,000.00.
- (2) Owners acknowledge that they are solely responsible for and must carry third party liability insurance for their strata lots and excess insurance coverage for replacement value of all improvements made to the fixtures, fittings and finish of their strata lots from those installed by the Developer and specifically acknowledge that such improvement may not be insured under the general Strata Corporation insurance. Owners shall also be solely responsible for any deductible on their own insurance policy.
- (3) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser each year for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Strata Property Act.
- (4) 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) Directors and Officers Liability Insurance for a minimum amount of \$2,000,000.00 or such lesser amount as may be available.
- (5) Subject to the regulations of 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).
- (6) 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 damage property, unless the Strata Corporation has decided not to repair or replace under section 159.
- (7) An owner, tenant, occupant, or visit 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.
- (8) An owner shall reimburse the Strata Corporation’s repair or replacement costs plus any losses or damages to a strata lot, the common property, the limited common property or the contents of same, if that owner, or that owner’s family member(s), pets, guests, employees, contractors, agents, tenants, volunteers, or their pets is (are) responsible for the loss or damage but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.
- (9) 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.
- (10) Without restricting the generality of the foregoing, an owner is responsible for:
  - (a) Any water escape damage from that owner’s strata lot or any other type of damage caused by or arising out of the operation or failure of any appliance, equipment or fixture located in the owner’s strata lot including, but not limited to the following:
    - (i) Dishwasher;
    - (ii) Refrigerator with ice/ water dispensing capabilities;

- (iii) Garburator;
  - (iv) Hot water tank;
  - (v) Washing machine;
  - (vi) Toilet, sink, bathtub and/or shower;
  - (vii) Air conditioner;
  - (viii) Fish tank;
  - (ix) Fireplace;
  - (x) Plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or
  - (xi) Any other similar type of appliance, equipment or fixture.
- (b) Any damage arising out of any Alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that Strata Lot; and,
  - (c) Any damage to property that an owner is required to repair or maintain.
- (11) An owner shall indemnify and saved harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
- (12) 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.
- (13) An Owner should obtain and maintain an Homeowner Package insurance policy to cover:
- (a) The losses described in section 161 of the Act;
  - (b) The deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave rise to the claim;
  - (c) Any alteration; and,
  - (d) Any betterments or changes to the building or fixtures built by the developer.

#### **Division 11 – Security Video Surveillance**

**34**

- (1) The Strata Corporation may install and operate video surveillance in the following locations:
- (a) Main floor lobby – looking at the mail boxes and main entrance by elevator
  - (b) Garbage room – looking at the garbage room
  - (c) Parkade Entrance –looking at lower level parade entrance and elevator lobby
  - (d) 2<sup>nd</sup> Floor Landing – facing the elevator door
  - (e) 3<sup>rd</sup> Floor Landing – facing the elevator door
- (2) The video cameras shall operate 24 hours a day and 7 days a week.
- (3) The installation of the video cameras may result in the collection of personal information.
- (4) The Strata Corporation shall use the personal information collected in the following manner:
- (a) the cameras mounted at the Main Floor Lobby and Parkade Entrance will be used to deter and record, vandalism, theft and unauthorized access to and from the Strata Corporation and to protect the safety and security of residents.
  - (b) the camera mounted near the garbage and recycling bins shall be used to deter, and prevent owners, occupants and tenants from illegally depositing items in the recycling and garbage bins contrary to the bylaws and to assist in the enforcement of garbage disposal and recycling bylaw.
  - (c) the camera mounted at the 2<sup>nd</sup> and 3<sup>rd</sup> floor landings shall be used to deter and record, vandalism, and theft and to protect the safety and security of residents.

- (5) The Strata Council and Strata Property Manager may review the video recordings when it has received a specific complaint, report or evidence of unauthorized entry, theft, vandalism, threat to personal safety or a violation of the garbage disposal and recycling bylaw.
- (6) The Strata Corporation, its Strata Council, and its Strata Property Manager shall:
  - (a) not disclose the video recordings to anyone outside of the strata council without the explicit consent of the persons shown in the video recordings except in accordance with the provisions of the *Personal Information Protection Act*.
  - (b) not provide residents with a continuous live feed from the surveillance cameras;
  - (c) not review the video recordings in the absence of a specific complaint, report or evidence of unauthorized entry, theft, vandalism, threat to personal safety or a violation of the garbage disposal and recycling bylaw; and
  - (d) delete the recorded footage within a month of it being recorded.

### Key Fobs

36

- (1) The Strata Corporation may install and operate a key fob locking system in the following location:
  - (a) at all entrances and exits to the strata corporation
  - (b) at the entrance to the garbage room
- (2) The key fobs have the ability to capture and store personal information.
- (3) The Strata Corporation shall use the personal information collected in the following manner:
  - (a) the key fob readers mounted at the entrance and exit points will be used to prevent unauthorized access to and from the Strata Corporation and to protect the safety and security of residents.
  - (b) the key fob reader mounted at the entrance to the garbage room will prevent unauthorized access, theft, vandalism and violation of the garbage disposal and recycling bylaw.
- (4) The Strata Council may review the information collected by the key fob system when it has received a specific complaint, report, or evidence of unauthorized entry, theft, vandalism, threat to personal safety or a violation of the garbage disposal and recycling bylaw.
- (5) The Strata Corporation shall:
  - (a) not disclose the collected information to anyone outside of the strata council or Strata Property Manager, without such person's express consent, except in accordance with the provisions of the *Personal Information Protection Act*.
  - (b) not review the records collected by the key fob readers in the absence of a complaint or evidence of unauthorized entry, theft, vandalism or threat to personal safety.
  - (c) delete the records created by the key fob readers within a month of it being created.

### Division 12 – Miscellaneous

#### Smoking Prohibition

37

- (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 or any limited common property assigned to that strata lot. This prohibition shall include:
  - a. the interior of all strata lots, and
  - b. exterior balconies and patios of all strata lots.
- (3) "Smoking" for the purposes of this bylaw, 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 term "Smoking" includes but is not limited to: tobacco smoking, use of electronic cigarettes or vapes, marijuana smoking, heroin smoking, and crack 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) Due to the availability of marijuana in consumable formats such as oil, edibles and butter, and the Supreme Court of Canada's decision decriminalizing ingestible medical marijuana in *R. v. Smith*, 2015 SCC 34, and the ruling of the Civil Resolution Tribunal in *The Owners, Strata Plan LMS 2900 v. Mathew Hardy*, 2016 CRTBC 1, nothing in this bylaw should be construed as authorizing the smoking of marijuana by anyone, even those owners, tenants or occupants who have a valid authorization to possess marijuana issued pursuant to the *Marijuana Medical Access Regulations*, under the *Canada Controlled Drugs and Substances Act*. For clarity, the Strata Council may not grant a Human Rights based exemption permitting the smoking of marijuana or marijuana based products to any person.
- (8) 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.
- (9) Subsection (2)(a) of this bylaw does not apply to any owners, occupants or tenants who currently smoke tobacco, vapes or e-cigarettes within their strata lot at the time this bylaw was passed. Such owners, occupants or tenants must register as an existing smoker with the Strata Council within 60 days of the passage of this bylaw otherwise they will forfeit their right to smoke tobacco, vapes or e-cigarettes within their strata lot.
- (10) 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.

### Prohibition Against Growing, Processing and Sale of Cannabis and Cannabis Derivatives

38

- (1) For the purposes of these bylaws, "cannabis" means the *Cannabis sativa*, *Cannabis indica*, and *Cannabis ruderalis* plants or any similar member of the *Cannabaceae* family, and any products derived therefrom.
- (2) Owners, occupants, tenants, and visitors may not:
  - (a) grow or cultivate cannabis in or on a strata lot, the limited common property, or the common property;
  - (b) produce, process, or manufacture cannabis or any derivative thereof in or on a strata lot, the limited common property, or the common property; or
  - (c) share, trade, barter, or sell cannabis or any derivative thereof, in or from a strata lot, the limited common property, or the common property.
- (3) In the event that the Strata Corporation receives a written complaint regarding an alleged contravention of subsection (2), the Strata Corporation, in addition to any other right of entry it has under these bylaws, may enter into a strata lot or the limited common property on 24 hour's written notice to carry out an inspection of that strata lot or the limited common property to determine if a contravention of subsection (2) has occurred.
- (4) If, after having complied with the procedural requirements of section 135 of the *Strata Property Act*, the Strata Corporation determines that an owner, occupant, tenant or visitor has violated subsection (2), then it may:

- (a) Fine the owner or tenant of the subject strata lot up to \$200 per contravention or such higher amount as then permitted under the *Strata Property Act* and *Strata Property Regulation*;
  - (b) Remove and dispose of any cannabis plants, cannabis processing or cannabis manufacturing equipment discovered during the inspection;
  - (c) Clean and make good any damage to the strata lot, limited common property or common property caused by or arising out of the growing, cultivating, production, processing or manufacturing of cannabis; and
  - (d) Charge back the cost of the inspection, removal, cleaning and restoration of the property back to the offending owner or tenant of the subject strata lot.
- (5) The prohibitions and restrictions in subsection (2) applies to both recreational cannabis use and those owners, tenants, or occupants who have obtained a valid:
- (a) non-medical cannabis retail licence from the Liquor and Cannabis Regulation Branch; or
  - (b) license to dispense medicinal cannabis;
  - (c) a valid authorization to possess / grow cannabis issued pursuant to the *Access to Cannabis for Medical Purposes Regulations* or the *Cannabis Act* or any similar or successor legislation.

#### Prohibition against use of Strata Lot as transient accommodation.

39

- (1) For the purposes of this bylaw "transient accommodation" means:
  - (a) The use of all or a part of a strata lot for the temporary accommodation of persons including but not limited to travellers and the vacationing public for periods of under one month, and without limitation includes vacation rentals, boarding, hostel use, and bed and breakfast accommodation; but
  - (b) does not include the accommodation of visitors without receipt of remuneration.
- (2) A strata lot, or part of a strata lot, may not be rented, leased, or licensed to any person who is not a Family Member of the registered owner:
  - (a) for use as transient accommodation; or
  - (b) as part of a home exchange or house swap.
- (3) Owners, occupants and tenants may not market, list, offer or advertise all or any part of their strata lot as being available to be rented, leased, or licensed:
  - (a) for use as transient accommodation, or
  - (b) as part of a home exchange or house swap.
- (4) Where an owner, occupant or tenant contravenes bylaw:
  - (a) 39(2)(a), the owner will subject to a fine of up to \$1,000.00 or such higher amount as then permitted under the *Strata Property Regulation* for each night the strata lot is used as transient accommodation; or
  - (b) 39(2)(b), or 39(3), the owner will subject to a fine of up to \$200.00 or such higher amount as then permitted under the *Strata Property Regulation* for:
    - (i) every seven days that the strata lot is used as part of a home exchange, or
    - (ii) each time the strata lot is advertised or marketed as being available for use as transient accommodation.

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**Strata Property Act**

**FORM I**

**AMENDMENT TO BYLAWS**

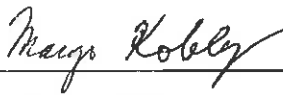
(Section 128)

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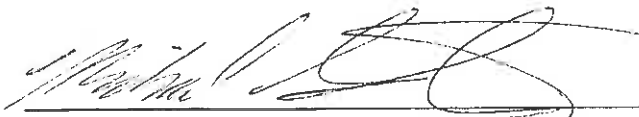
The Owners, Strata Plan **VIS 6357** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on **January 30<sup>th</sup>, 2012**:

It was resolved by **THREE-QUARTER (3/4) VOTE** of The Owners, of Strata Plan **VIS 6357**, that all previous bylaws be repealed.

A full compilation of the bylaws approved at the Annual General Meeting of **January 30<sup>th</sup>, 2012** is attached.



Signature of Council Member



Signature of Second Council Member (not required if council consists of only one member)

\*Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

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Ordered By: Ron Neal of RE/MAX Alliance

Supplied to StrataDocs on 2012/01/30 10:18 AM



# "The Dimore" at Tuscan Village, Strata Plan VIS 6357

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# Strata Plan VIS 6357 Bylaws

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

### Payment of strata fees

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

### Repair and maintenance of property by owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

### Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
  - (f) use or permit his or her strata lot to be used for any purpose other than as a single family dwelling;
  - (g) allow the strata lot to become unsanitary;
  - (h) permit his or her strata lot to be occupied as a permanent place of residence at any one point in time by more than:
    - (i) Two (2) persons in a one (1) bedroom unit; or
    - (ii) Three (3) persons in a two (2) bedroom unit; and
    - (iii) One addition personal in any unit with a den;
 without the prior written consent of the strata council. For the purposes of this bylaw, "persons" shall be defined to include adults and minors.
  - (i) place window coverings, including colored or patterned drapes, sheets, blankets, aluminum foil or other similar type of coverings, showing from the outside of the building, except for white or off white coverings, which are permitted;
  - (j) place items against or near the windows or on window sills in such as way as to appear untidy from the exterior,
  - (k) hang or display on or from windows, balconies or other parts of the strata lot any laundry, washing, clothing, bedding or other materials or articles including but not limited to shades, awnings or other sun screens of any material, signs, advertising, and placards;
  - (l) store or use barbeques of any type or any combustible or inflammatory material on any limited or other common property except that gas barbeques may be used on balconies and patios other than the small (Juliette) balconies;
  - (m) use decks, patios, balconies, or other limited common property for storage of any good and in particular, without limiting the generality of the foregoing, bicycles, recycling boxes;

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- (n) throw or sweep water or any other substance from the deck, patio, balcony, or other limited common property;
- (o) place discarded goods or garbage on a deck, patio, balcony, or other limited common property;
- (p) place furniture on a deck, patio, balcony or other limited common property other than patio tables and chairs, but specifically excluding umbrellas;
- (q) place or install an air conditioning unit, radio or television antenna, satellite dish or similar device on the exterior of any strata lot or on any part of the common property.

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

- (a) smoke on the common property or in the common areas;
- (b) obstruct or use the sidewalks, passages, common halls, stairways and lobbies for any purpose other than ingress and egress to and from the building and strata lots;
- (c) park a shopping cart, bicycle or any other similar cart or vehicle on the common property;
- (d) do or permit anything to be done that may cause damage to plants or landscaped common property;
- (e) leave or permit to be left anything likely to cause an obstruction, restriction, or hindrance on any part of the common property or to persons lawfully using the same;
- (f) store or pile dirt, rubbish, garbage, boxes, packing cases or the like on any part of the common property;
- (g) transport bicycles or other vehicles (besides wheelchairs, scooters or other vehicles of the handicapped) through the hallways, elevators or other common areas excluding the parking area and designated bicycle storage areas.

(3) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(4) The strata council shall allocate in its sole discretion one parking space to each strata lot for the use by a strata lot owner, occupant, tenant or authorized visitors.

(5) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) up to two caged birds; other than pigeons which are not permitted;
- (c) two cats; or
- (d) one dog of a maximum height of 18 inches (45cm) at the top of the back when fully grown

(6) In addition to the provisions of section 123(1) of the Strata Property Act, bylaw 3(5) shall not apply to any pets living with an owner, tenant, or occupant the time that the notice of the proposed amendment to bylaw 3(5) was mailed.

(7) An owner, tenant, or occupant must register all their pets with the strata council.

(8) The following breeds have been declared as vicious by the American Veterinary Association and are not allowed in the strata lot or on common property: Boxers, Dalmatians, Alaskan Malamutes, Huskies, German Shepherds, Rottweiler's, Chow Chows, Pit bulls, Pit bull terriers and Staffordshire bull terriers. Dogs bred with the above breeds are also not allowed.

- (9) An owner must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset. The owner is responsible for the immediate clean-up of any pet excrement that occurs on common property or limited common property held in common by a section.
- (10) A pet shall not cause a nuisance to any resident.
- (11) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the Strata Property Act. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.
- (12) Each owner is responsible to ensure that such owner's tenant, occupant, visitor or guest complies with these bylaws in respect of pets and animals, and such owner will be subject to bylaw 3(9) in respect of any complaint about the pet of such owner's tenant, occupant, visitor or guest.

#### Inform Strata Corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

#### Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of 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 the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.

#### Obtain approval before altering common property

- 6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

#### Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

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

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

### Repair and maintenance of property by strata corporation

- 8 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (A) the structure of a building;
      - (B) the exterior of a building;
      - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
      - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
      - (E) fences, railings and similar structures that enclose patios, balconies and yards;
  - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
    - (i) the structure of a building,
    - (ii) the exterior of a building,
    - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
    - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
    - (v) fences, railings and similar structures that enclose patios, balconies and yards.

## Division 3 -- Council

### Council size

- 9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

### Council members' terms

- 10 (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 reelection.

### Removing council member

- 11 (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.

### Replacing council member

- 12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

#### Officers

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

#### Calling council meetings

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

#### Requisition of council hearing

- 15 (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.

#### Quorum of council

- 16 (1) A quorum of the council is
- (a) 1, if the council consists of one member,
- (b) 2, if the council consists of 2, 3 or 4 members,
- (c) 3, if the council consists of 5 or 6 members, and

- (d) 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.

#### Council meetings

- 17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- bylaw contravention hearings under section 135 of the Act;
  - rental restriction bylaw exemption hearings under section 144 of the Act;
  - any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

#### Voting at council meetings

- 18 (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 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the 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.

#### Council to inform owners of minutes

- 19 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

#### Delegation of council's powers and duties

- 20 (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
- delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- set a maximum amount that may be spent, and
  - 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,
- whether a person has contravened a bylaw or rule,
  - whether a person should be fined, and the amount of the fine, or
  - whether a person should be denied access to a recreational facility.

#### Spending restrictions

- 21 (1) 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) Despite subsection (1), 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.

**Limitation on liability of council member**

- 22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

**Division 4 -- Enforcement of Bylaws and Rules****Maximum fine**

- 23 (1) The strata corporation may fine an owner or tenant a maximum of:
- up to \$200.00 in the discretion of the strata council, for each contravention of a bylaw (save and except for the rental bylaw where the fine may not be more than \$500.00), and
  - up to \$50.00, at the discretion of the strata council, for each contravention of a rule.
  - in addition the above fines, the strata council may levy a fine of up to \$500.00 for a breach of the Rental Restriction Bylaw.

**Interest on Late Payment**

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

**Continuing contravention**

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

**Division 5 -- Annual and Special General Meetings****Person to Chair Meeting**

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

**Participation by other than eligible voters**

- 27 (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.

**Quorum & Voting**

- 28 (1) If within 30 minutes from the time appointed for an Annual or Special General Meeting a quorum is not present, the eligible voters present or by proxy constitute a quorum.
- (2) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (3) 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.



- (4) 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.
- (5) 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.
- (6) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (7) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (8) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

**Order of business**

**29** The order of business at annual and special general meetings is as follows:

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

**Division 6 -- Voluntary Dispute Resolution**

**Voluntary dispute resolution**

- 30** (1) 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.

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**Division 7 -- Marketing Activities by Owner Developer****Display lot**

- 31 (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

**Division 8 – Victoria Car Share Co-operative****Shares By-law**

32

- (a) The Strata Corporation has entered into an Agreement with Victoria Car Share Co-Operative (VCSC) whereby VCSC has issued four shares for the benefit of the current owner of each strata lot in the strata corporation (the "Agreement").
- (b) Each owner or owner(s) of a strata lot is entitled to four shares of the VCSC without payment. If there is more than one owner of the strata lot, the shares will be held jointly.
- (c) Tenants of an owner or owner(s) of a strata lot may make use of vehicles provided by the VCSC pursuant to the Agreement (the "Vehicles") as if the tenant were a member of the VCSC, subject to the limitations set out herein. In order for a tenant to make use of the vehicles:
- The owner(s) must provide written notice to the VCSC of the name of the tenant or the tenants that are to exercise the benefits of the VCSC membership;
  - The owners must provide contact information for the tenant;
  - The tenant must provide any information required by the VCSC regarding the tenant in order for the VCSC to determine if the tenant qualifies to exercise the rights and benefits of membership as provided herein and by the rules and policies of the VCSC.
- (d) An owner or owners will immediately inform the VCSC in writing when a tenant who applied to use a vehicle under bylaw (c) above has ceased to be a tenant of the owner(s).
- (e) An owner(s) shall not make use of the vehicles where the owners have provided notice to the VCSC that a tenant will make use of vehicles as provided by bylaw (c) above.
- (f) Each owner entitled to a share in the VCSC may only exercise the rights and benefits of shareholding if the person or persons would otherwise qualify and/or meet VCSC membership requirements as they are from time to time.
- (g) Each tenant may only exercise the rights and benefits of membership if the tenant would otherwise qualify and/or meet VCSC membership requirements as they are from time to time.
- (h) If at any time an owner or tenant does not meet VCSC membership criteria, then the owner or tenant may not exercise any VCSC membership rights and benefits until such time that the owner or tenant may again qualify for membership under VCSC membership criteria.
- (i) Each shareholder or joint shareholder may exercise the rights and remedies available to shareholders of the VCSC, including voting rights, subject to the rules of the VCSC.

**Division 9 – Severability****Interpretation**

33

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

**Division 10 – Insurance****Insurance & Liability of Water Escape**

34

- (1) The Strata Corporation must maintain errors and omissions – "Officers and Director's Liability Insurance" – in an amount of not less than \$2,000,000.00.

- (2) Owners acknowledge that they are solely responsible for and must carry third party liability insurance for their strata lots and excess insurance coverage for replacement value of all improvements made to the fixtures, fittings and finish of their strata lots from those installed by the Developer and specifically acknowledge that such improvement may not be insured under the general Strata Corporation insurance. Owners shall also be solely responsible for any deductible on their own insurance policy.
- (3) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser each year for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Strata Property Act.
- (4) 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) Directors and Officers Liability Insurance for a minimum amount of \$2,000,000.00 or such lesser amount as may be available.
- (5) Subject to the regulations of 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).
- (6) 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 damage property, unless the Strata Corporation has decided not to repair or replace under section 159.
- (7) An owner, tenant, occupant, or visit 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.
- (8) An owner shall reimburse the Strata Corporation's repair or replacement costs plus any losses or damages to a strata lot, the common property, the limited common property or the contents of same, if that owner, or that owner's family member(s), pets, guests, employees, contractors, agents, tenants, volunteers, or their pets is (are) responsible for the loss or damage but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.
- (9) 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.
- (10) Without restricting the generality of the foregoing, an owner is responsible for:
  - (a) Any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation or failure of any appliance, equipment or fixture located in the owner's strata lot including, but not limited to the following:
    - (i) Dishwasher;
    - (ii) Refrigerator with ice/ water dispensing capabilities;
    - (iii) Garburator;
    - (iv) Hot water tank;
    - (v) Washing machine;
    - (vi) Toilet, sink, bathtub and/or shower;
    - (vii) Air conditioner;
    - (viii) Fish tank;
    - (ix) Fireplace;
    - (x) Plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or
    - (xi) Any other similar type of appliance, equipment or fixture.

- (b) Any damage arising out of any Alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that Strata Lot; and,
- (c) Any damage to property that an owner is required to repair or maintain.
- (11) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
- (12) 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.
- (13) An Owner should obtain and maintain a Homeowner Package insurance policy to cover:
- The losses described in section 161 of the Act;
  - 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;
  - Any alteration; and,
  - Any betterments or changes to the building or fixtures built by the developer.

**Division 12 – Security**  
**Video Surveillance**  
**34**

- (1) The Strata Corporation may install and operate video surveillance in the following locations:
- Main floor lobby – looking at the mail boxes and main entrance by elevator
  - Garbage room – looking at the garbage room
  - Parkade Entrance – looking at lower level parade entrance and elevator lobby
  - 2<sup>nd</sup> Floor Landing – facing the elevator door
  - 3<sup>rd</sup> Floor Landing – facing the elevator door
- (2) The video cameras shall operate 24 hours a day and 7 days a week.
- (3) The installation of the video cameras may result in the collection of personal information.
- (4) The Strata Corporation shall use the personal information collected in the following manner:
- the cameras mounted at the Main Floor Lobby and Parkade Entrance will be used to deter and record, vandalism, theft and unauthorized access to and from the Strata Corporation and to protect the safety and security of residents.
  - the camera mounted near the garbage and recycling bins shall be used to deter, and prevent owners, occupants and tenants from illegally depositing items in the recycling and garbage bins contrary to the bylaws and to assist in the enforcement of garbage disposal and recycling bylaw.
  - the camera mounted at the 2<sup>nd</sup> and 3<sup>rd</sup> floor landings shall be used to deter and record, vandalism, and theft and to protect the safety and security of residents.
- (5) The Strata Council and Strata Property Manager may review the video recordings when it has received a specific complaint, report or evidence of unauthorized entry, theft, vandalism, threat to personal safety or a violation of the garbage disposal and recycling bylaw.
- (6) The Strata Corporation, its Strata Council, and its Strata Property Manager shall:
- not disclose the video recordings to anyone outside of the strata council without the explicit consent of the persons shown in the video recordings except in accordance with the provisions of the *Personal Information Protection Act*.
  - not provide residents with a continuous live feed from the surveillance cameras;

- (c) not review the video recordings in the absence of a specific complaint, report or evidence of unauthorized entry, theft, vandalism, threat to personal safety or a violation of the garbage disposal and recycling bylaw; and
- (d) delete the recorded footage within a month of it being recorded.

**Key Fobs**  
36

- (1) The Strata Corporation may install and operate a key fob locking system in the following location:
  - (a) at all entrances and exits to the strata corporation
  - (b) at the entrance to the garbage room
- (2) The key fobs have the ability to capture and store personal information.
- (3) The Strata Corporation shall use the personal information collected in the following manner:
  - (a) the key fob readers mounted at the entrance and exit points will be used to prevent unauthorized access to and from the Strata Corporation and to protect the safety and security of residents.
  - (b) the key fob reader mounted at the entrance to the garbage room will prevent unauthorized access, theft, vandalism and violation of the garbage disposal and recycling bylaw.
- (4) The Strata Council may review the information collected by the key fob system when it has received a specific complaint, report, or evidence of unauthorized entry, theft, vandalism, threat to personal safety or a violation of the garbage disposal and recycling bylaw.
- (5) The Strata Corporation shall:
  - (a) not disclose the collected information to anyone outside of the strata council or Strata Property Manager, without such person's express consent, except in accordance with the provisions of the Personal Information Protection Act.
  - (b) not review the records collected by the key fob readers in the absence of a complaint or evidence of unauthorized entry, theft, vandalism or threat to personal safety.
  - (c) delete the records created by the key fob readers within a month of it being created.

End of Document

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