



# ***Strata Corporation Bylaws***

Bylaws in accordance with the *Strata Property Act*  
*June 2006*

# ONE UNIVERSITY CRESCENT – STRATA PLAN BCS 1345

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BCS 1345  
**SCHEDULE OF BYLAWS - 2006**

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). The Schedule of Standard Bylaws to the Act does not apply to the Strata Corporation. All owners, tenants, occupants and visitors must comply strictly with the bylaws and rules of the Strata Corporation adopted from time to time and any orders, bylaws or rules of Simon Fraser University applicable to leasehold strata lots.

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

**1. Payment of strata fees**

An owner must pay strata fees on or before the first day of the month to which the strata fees relate [see also Bylaw 31 referring to unpaid fees].

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

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

**3. Use of property**

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person, or
  - (b) causes unreasonable noise, or
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot, or
  - (d) causes material of any sort to intrude on or be deposited on the balcony of another strata lot, or
  - (e) is illegal, or
  - (f) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan, or
  - (g) is in contravention of any rule, order or bylaw of the City of Burnaby or Simon Fraser University applicable to the Strata Lot or that will result in any unusual or objectionable odour to emanate from the strata lot, or that is inconsistent with the intent of these bylaws.

- (2) An owner, tenant occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act. If such damage occurs, the owner, tenant, occupant or visitor who causes it is solely and fully responsible for its remediation.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset; specifically, cats are not permitted to run loose on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
  - (a) one dog or one cat,
  - (b) a reasonable number of fish or other small aquarium animals,
  - (c) up to two caged birds,
  - (d) a reasonable number of small caged mammals, such as hamsters and gerbils,
  - (e) reptiles and other exotic pets are not permitted.
- (5) The owners of pets shall be fully responsible for their behaviour within the common property:
  - (a) all pets must be registered with the Manager: the registry shall include the name of the owner and the pet, as well as the strata lot number and contact phone numbers,
  - (b) dogs must be licensed in the City of Burnaby,
  - (c) residents will be responsible for clean-up of excrement and the repair of damage that their pets or the pets of their guests cause the common property,
  - (d) guests shall be informed by their hosts (owner or tenant) of the rules concerning pets,
  - (e) pets must be leashed and under control when occupying any common property or on land that is a common asset, including hallways, stairwells, elevators, entrances and entryways and parking garage,
  - (f) pets are not permitted in the amenities areas or in the area of the retention pond east of the strata which is a wildlife habitat,
  - (g) pets may not be left unattended on balconies or other common property,
  - (h) if a pet is deemed to be a nuisance by the council, it shall be removed from the Strata Corporation within thirty (30) days.
- (6) An owner, tenant, occupant shall not feed, from any strata lots or from the common property:
  - (a) nuisance birds such as pigeons, seagulls, crows, and starlings, or
  - (b) any other birds, if bird food is accessible to rodents or other vermin.

#### **4. Inform Strata Corporation**

- (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation via the Manager of the owner's name, strata lot number and (if applicable) mailing address outside the strata plan.

**5. Obtain approval before altering a strata lot**

- (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) stairs, balconies or other things attached to the exterior of a building,
  - (d) doors or windows on the exterior of a building, or that front on the common property,
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard,
  - (f) common property located within the boundaries of a strata lot,
  - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act,
  - (h) the painting of the exterior, or the attachment of sunscreens or greenhouses.
- (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.

**6. Obtain approval before altering common property**

- (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.

**7. Permit entry to strata lot**

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Where the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot, which are capable of being used in connection with the enjoyment of any other strata lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The Strata Corporation shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

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

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

- (1) The Strata Corporation must repair and maintain all of the following:
  - (a) common assets of the Strata Corporation,
  - (b) common property that has not been designated as limited common property,
  - (c) limited common property, but the duty to repair and maintain it is restricted to:
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - the structure of a building,
      - the exterior of a building,
      - stairs, balconies and other things attached to the exterior of a building,
      - doors and windows on the exterior of a building or that front on the common property,
      - 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) stairs, balconies and other things attached to the exterior of a building,
    - (iv) doors and windows 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**

### **9. Council size**

- (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.

### **10. Council members' terms**

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

### **11. Removing council member**

- (1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the Strata Corporation must hold an election at the

same annual or special general meeting to replace the council member for the remainder of the term.

## **12. Replacing council member**

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

## **13. Officers**

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

## **14. Calling council meetings**

- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
  - (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.

#### **15. Requisition of council hearing**

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting. [See Reg. 18.1]
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.
- (4) For the purpose of section 15 of the bylaws, "hearing" means an opportunity to be heard in person at a council meeting.

#### **16. Quorum of council**

- (1) A quorum of the council is four.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum, unless electronic means have been approved as per Bylaw 17. (1).

#### **17. Council meetings**

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
  - (a) bylaw 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.

#### **18. Voting at council meetings**

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting or via electronic means, if this has been approved as per Bylaw 17.



- (1).
- (2) 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.

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

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.

#### **20. Delegation of council's powers and duties**

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

#### **21. Spending restrictions**

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) 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.

#### **22. Limitation on liability of council member**

- (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**

##### **23. Maximum fine**

The Strata Corporation may fine an owner or tenant a maximum of:

- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.

##### **24. Continuing contravention**

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 of the Strata Corporation**

##### **25. Person to chair meeting**

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

##### **26. Participation by other than eligible voters**

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

##### **27. Voting**

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, 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.
- (6) 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.

## **28. Order of business**

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 or other business arising from the minutes that is not covered elsewhere on the agenda,
- (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**

### **29. Voluntary dispute resolution**

- (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
  - (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:

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

### **Division 7 -- Marketing Activities by Owner Developer**

#### **30. Display lot**

- (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.

#### **31. Payment of Strata Fees, Fines and Special Levies**

- (1) Strata fees are due and payable on or before the first day of each month. Strata fees not received by the 10<sup>th</sup> day of the month in which they are due are subject to a 10% per annum interest penalty compounded annually until paid. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$200.00 for each contravention of bylaw 1.
- (2) Each owner must provide the Strata Corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the Strata Corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.
- (3) Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 31.(2) is a contravention of bylaw 31.(2) and the Strata Corporation will levy a fine of \$200.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$200.00.
- (4) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (5) Where an owner fails to pay a special levy, outstanding special amounts will be subject to an interest charge of 10% per annum, compounded annually until paid. In addition to interest, failure to pay special levies on the due date will result in a fine of \$200.00 for each contravention of the requirement to pay.
- (6) Payments of strata fees are applied first to unpaid fines or levies and then to the strata fees themselves.

- (7) When arrears of strata fees exceed two monthly payments of strata fees, a lien may be placed by the Strata Corporation on the strata lot involved, at the owner's expense, for the total monies due, including all legal fees and other expenses.

### **32. Disturbance of Others**

- (1) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage, or other parts of the strata lot or the common property.
- (2) No barbecues other than those fueled by propane or natural gas or electricity may be used. No owner shall operate his/her barbecue in a manner which, in the opinion of the strata council, interferes with another owner's enjoyment of his strata lot. All barbecues must be kept at a minimum distance of 60 cm away from the building exterior walls and windows. Strata lot owners or residents are responsible for heat damage to the building envelope.
- (3) Cycling on the common property other than the driveway is prohibited.
- (4) Use or wearing of in-line skates or skateboards on the common property is prohibited.
- (5) Ball-playing and Frisbee-tossing on the common property are prohibited.
- (6) Carpentry or similar work shall be limited to the hours as allotted by the City of Burnaby.
- (7) Smoking of tobacco or other substances is not permitted on the common property. This includes but is not limited to lobbies, stairs, elevators, parking garage and storage rooms.

### **33. Hazards**

- (1) Fire hazards must be minimized. No item shall be brought onto or stored in a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- (2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a strata lot or the common property.

### **34. Cleanliness**

- (1) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers. The owners will comply with the City's recycling program.
- (2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual owner or resident of the strata lot.

### **35. Exterior Appearance**

- (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be

erected or displayed on the common property or the strata lot without prior written approval by the strata council.

- (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the strata lot, without prior written consent of the strata council.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the strata lot so that they are visible from the outside.
- (4) Draperies or window coverings that are visible from the exterior of any strata lot shall be cream or white in colour.
- (5) Balconies and terraces may be used for patio furniture and plants; they may not be used for storage of household articles, food, athletic equipment, bicycles, luggage or any other goods.

### **36. Common Areas**

- (1) The strata council shall administer all common areas and any rules and regulations formulated by the strata council from time to time shall be binding upon all owners, residents and visitors.
- (2) Activities in the amenities areas are subject to the rules and regulations posted therein and fines will be levied for violations of those rules and regulations. These rules are included as article 43 of these Bylaws
- (3) The common facilities are for the use of residents and their invited guests only. A resident must accompany guests when using these facilities.

### **37. Vehicle Operation and Parking**

- (1) A resident shall use only the parking stall(s) obtained by way of partial assignment of One University Parking Ltd. rights under a Parking stall and Storage sublease registered in the Land Titles Office against title to the common property of the Strata Corporation. Parking stalls other than visitor spaces may not be utilized by any person who is not a resident within the Strata Corporation.
- (2) Residents must register their vehicle license plate number(s) with the council.
- (3) The Reserved Visitor's spaces in the parking garage are only for the short-term use of visitors to residents of One University Crescent; non-compliance may result in the towing of improperly parked vehicles, at the owner's expense. The council will issue rules and regulations for the use of the Reserved Visitor's spaces.
- (4) No major repairs or adjustments shall be made to motor vehicles on the common property.
- (5) A maximum speed of 15 km/h shall apply within the common property.

- (6) Owners will be responsible for the clean up of spills of oil, gasoline and other automotive fluids on common property.
- (7) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner, which will reduce the width of an access roadway.
- (8) No vehicles exceeding 4,000 kg G.V.W. shall be parked or brought onto the common property without the consent of the strata council, except when used in delivery to or removal from the premises.
- (9) Any vehicle which does not comply with this bylaw may be removed at the owner's expense.

### **38. Damage to Property**

- (1) An Owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

### **39. Security**

- (1) Strata lot owners or residents are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.
- (2) The strata council shall form a Security Committee to provide guidelines for the security of individual strata lots, and to establish resident-based voluntary crime prevention programs such as Block Watch.
- (3) Residents entering or leaving the parking garage or using other exterior doors must ensure that no unauthorized person enters the building during the time that they have caused the gate or door to open.
- (4) Lost or stolen access door transponders and garage door transmitters shall be reported immediately to the Manager so that the codes can be deactivated. Residents are responsible for the costs of replacing and re-programming lost access door transponders and garage door transmitters.

### **40. Moving and Resale**

- (1) It will be the express responsibility of the owner to ensure that all moves in or out by the owner or resident conform to the regulations as established by the strata council from time to time.
- (2) Except in the case of advertising and marketing of strata lots owned by the Developer, any advertising for the resale of a strata lot shall only be permitted via a notice at the Concierge's office that units are available and that the intended buyer should contact his/her realtor for information.

## **Rentals**

### **41. Residential Rentals**

- (1) In addition to the rentals permitted in the twelve "flex units" (Strata Lot numbers 1 through 12) and the SFU President's Residence (Strata Lots 44 & 45, units 700/701- 9370 University Crescent), no more than five other strata lots within the Strata Corporation may be leased at any one time, excluding exempt strata lots pursuant to sections 143 and 144 of the Strata Property Act and section 17.15 of the Strata Regulations. Rental arrangements existing at the time of adoption of these bylaws will be honoured, but no new rentals in strata lots other than the "flex units" and the SFU President's Residence will be permitted until their number is reduced to less than five, subject to the terms of sections 142, 143 and 144 of the Strata Property Act.
- (2) Occupancy of rented strata lots is limited to no more than (5) five persons per unit..
- (3) The term of any rental agreement for a strata lot must be at least one year.
- (4) An owner wishing to lease any strata lot must apply in writing to the Council for permission to rent before entering into a tenancy agreement.
- (5) An owner receiving permission to lease a strata lot must exercise the permission to lease within 90 days from the date that the council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed leased for the purposes of the limit stated in bylaw 41.(1).
- (6) Prior to possession of a strata lot by a tenant, the owner of that strata lot must deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K.
- (7) If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in bylaw 41.(1), excluding exempt strata lots pursuant to sections 143 and 144 of the Strata Act and section 17.15 of the Regulations, the council must refuse permission and notify the owner of the same in writing as soon as possible, stating that the limit has been reached or exceeded, as the case may be, and place the owner on a waiting list to be administered by the council, based on the date of the request for permission to rent.
- (8) Any owner of a strata lot who leases his/her lot without submitting Form K in accordance with the Strata Property Act in conformity with these bylaws shall be liable to a fine of \$200.00 for every month or part thereof that a tenant is in occupancy of the strata lot and Form K is not submitted.
- (9) Where an owner leases a strata lot in contravention of bylaws 41.(1) or 41.(2), the owner



shall be subject to a fine of \$500.00 and the Strata Corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the Strata Corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the Strata Corporation.

#### **42. Commercial Rentals**

- (1) There shall be no rental of strata lots for commercial purposes.

#### **43. Amenities Areas**

- (1) The Amenities Areas adjacent to 9390 University Crescent are for the use of residents and their guests only. Guests must be accompanied by a resident at all times.
- (2) Access to the Amenities Areas will be controlled via security transponder (fob) access.
- (3) Security cameras will monitor the Amenities Areas.
- (4) Regulations with respect to specific areas:
  - (a) Fitness Room
    - (i) Only persons 13 years and older are permitted access to the Fitness Room.
    - (ii) It is expected that the Fitness Room will be looked after by each user. Any breakages, faulty equipment or concerns must be reported to the Manager
    - (iii) Equipment may not be removed from the Fitness Room for any purpose whatsoever.
  - (b) Lounge
    - (i) The Lounge may be booked through the Manager by residents for special occasions. At the time of booking, a key will be issued
    - (ii) The Lounge must be left in the condition in which it was found. An inspection of the Lounge will be made by the Manager when the key is returned and the costs of any out of the ordinary cleaning required will be the responsibility of the user.
  - (c) Billiards Room
    - (i) Only persons 13 years and older may use the billiards table unless supervised by an adult.
    - (ii) Repair of any out of the ordinary damage will be the responsibility of the user.
    - (iii) Any breakages or missing equipment must be reported to the Manager.

#### **44. Miscellaneous**

- (1) Posting of notices on the common property, including the elevators, is prohibited without the express approval of the Manager.
- (2) Decorative lights may be placed on balcony railings and other limited common property only during the period December 1 to January 31.

#### **45. Charge of Insurance Costs**

- (1) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement necessary to the Common Property or to any Strata Lot, including fire sprinkler heads, by the Owner's act, omission, negligence or carelessness or by that of any member of the Owner's family, guest, relation, agent or tenant, but only to the extent that such expense is not met by the Strata Corporation's insurance coverage. The deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the Strata Corporation's insurance coverage. Such amount as is due and owing to the Strata Corporation from an Owner pursuant to this bylaw will be charged to the Owner as soon as possible and, in particular, where appropriate, in the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the Owner's Assessment for that month.
- (2) In addition to the obligations and liabilities imposed by Bylaw 45(1), an Owner is strictly liable to the Strata Corporation and to other Owners and occupants for any damage to the common property, limited common property, common assets or to any Strata Lot as a result of the operation or malfunction of:
  - (a) any of the following items located in the Owner's Strata Lot:
    - (1) dishwasher;
    - (2) refrigerator with ice/water dispensing capabilities;
    - (3) garburator;
    - (4) washing machine;
    - (5) toilets, sinks, bathtubs and, where located wholly within the strata lot and accessible to the owner, plumbing pipes, fixtures and hoses;
    - (6) fireplaces;
    - (7) anything introduced into the Strata Lot by the owner;
  - (b) any alterations or additions to the Strata Lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
  - (c) any of the following areas of limited common property that an owner is required to maintain and repair:
    - (1) damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
  - (d) any pets residing in or visiting at the owner's strata lot; and
  - (e) any children residing in or visiting at the owner's strata lot;
- (3) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot arising from Bylaw 45(2) above, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the Strata Corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be

considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.

- (4) For the purposes of Bylaws 45(2) and 45(3), any insurance deductibles or uninsured repair costs charged to an Owner shall be added to and become part of the assessment of that Owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

#### **46. Bylaw Application**

All of the bylaws approved by the Strata Corporation apply to all current and future Owners. Current Owners are required to advise any future Owners of any agreement under the Strata Property Act to which they have obtained approval from the Strata Council. (e.g. Hardwood Floor installation, balcony tile installation, etc.)

#### **47. Quorum of General Meetings**

If, within one half hour from the time appointed for a General Meeting, a quorum of 1/3 of the Strata Corporation's votes is not present in person or by proxy, those eligible voters present in person or by proxy shall constitute a quorum and the meeting shall be called to order.

#### **48. Hardsurface Flooring**

- (1) No hard surfaces are to be installed within any Strata Lot, without the following conditions being met.
  - (1) A signed acknowledgement of the Strata Corporation approval letter outlining the installation condition.
  - (2) A signed acknowledgement from the Strata Corporation that they may proceed.
- (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 expense relating to the alteration.
- (3) All future Owners will be bound by the responsibility of any alteration or addition including its installation process to the Strata Lot. It is the responsibility of the individual Owners to ensure any alterations or changes do not violate the bylaws and have received proper Strata Corporation documented permission as to their existence.

Form K

NOTICE OF TENANT'S RESPONSIBILITIES

BCS 1345 - One University Crescent

(ref: Strata Property Act Section 146)

Re: Strata Lot .....[strata lot number as shown on strata plan] of Strata Plan **BCS 1345** [the registration number of the strata plan]

Street Address of Strata Lot      Unit# \_\_\_\_\_ - 93 \_\_\_\_\_ University Crescent.....  
Burnaby B.C. V5A  
4X9.....

Name(s) of tenant(s) .....

Tenancy commencing .....[month day, year].

IMPORTANT NOTICE TO TENANTS:

1. Under the *Strata Property Act*, a tenant in a strata corporation **must** comply with the bylaws and rules of the strata corporation that are in force from time to time (current bylaws and rules attached).
2. The current bylaws and rules may be changed by the strata corporation, and if they are changed, the tenant **must** comply with the changed bylaws and rules.
3. If a tenant or occupant of the strata lot, or a person visiting the tenant or admitted by the tenant for any reason, contravenes a bylaw or rule, the tenant is responsible and may be subject to penalties, including fines, denial of access to recreational facilities, and if the strata corporation incurs costs for remedying a contravention, payment of those costs.

Date: .....[month day, year].

..... Address of landlord, or agent of landlord:  
Signature of Landlord, or Agent of Landlord .....

.....  
Signature of Tenant

.....  
Signature of Tenant