

**Bylaws  
Strata Plan BCS 1997**

**7388 Macpherson Avenue  
Burnaby, BC  
V5J 0A1**

**Preamble**

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant.

The following or attached bylaws replace the Standard Bylaws to the *Strata Property Act* (British Columbia) (the "Act"), as permitted by section 120 of the Act.

**Compliance with bylaws and rules**

All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

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

**1 Payment of strata fees**

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying his or her strata fees, a fine in the amount of \$50 will be applied to the owner's account for each and every month that the strata fees are more than one month in arrears.
- (3) Bank charges for dishonoured cheques or dishonoured automatic debits will be charged back to the owner.
- (4) Payments made by an owner will first be applied to outstanding legal costs, interest, late payment fines, and outstanding strata fees and special levies, in that order.

## **2 Special levy**

- (1) A special levy is due and payable as per the terms noted in the resolution authorizing the special levy.
- (2) Failure to pay a special levy on the due date will result in a fine of \$50.00 for each contravention of the bylaw in subsection (1).

## **3 Lien**

- (1) If an owner has failed to pay strata fees or special levies, the council may direct that a lien be placed on the owner's strata lot for the total amount owing, including fees, levies, late fines, interest at the permitted rate and legal costs.

## **4 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.

## **5 Use of property**

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property, limited common property, or common assets in a way that:
  - (a) causes a nuisance or is a hazard to another person
  - (b) causes unreasonable noise in the opinion of council
  - (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
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property or limited common property 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.
- (3) An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.

- (4) A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless unanimously approved by every member of the council, a resident must not allow more than four people to live in a one or two bedroom strata lot, six people to live in a three bedroom strata lot or seven people to live in a four bedroom strata lot. Anyone who occupies a strata lot for more than one month will be deemed to be living in a strata lot.
- (5) A resident shall not permit a strata lot to become unsanitary, a source of odour, or a health hazard. If, in the opinion of the council or the City Health Department, a strata lot is unsanitary, a source of odour, or a health hazard, the owner, at his or her own expense, shall bring the strata lot up to the standards set by council or the City Health Department.
- (6) A resident must take the necessary action, at their expense, to ensure that their strata lot receives proper air circulation to prevent condensation of windows, mould, and mildew on walls, carpet coverings and window sills
- (7) All Christmas decorations and lights may be installed on limited common property no sooner than December 1st of the current year and it must be removed no later than January 31st of the following calendar year.
- (8) A resident or visitor must not:
  - (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot, common property, or limited common property between the hours of 10:00 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot, common property, or limited common property;
  - (b) make, cause, or produce undue noise, smell, vibration or glare in or about any strata lot, common property, limited common property, or do anything which will interfere unreasonably with any other owner, tenant or occupant;
  - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property, or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
  - (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots, parking areas, or common amenities, within the common property of the strata plan;
  - (e) leave on any common property or limited common property, except those items approved by council, any item designated by council to be a nuisance, a hazard, unsightly, or an obstruction. This includes, but is not limited to, shopping carts, shoe racks, and household cleaning supplies;

- (f) shake rugs, carpets, any mops or dusters of any kind, nor throw any refuse, out of the windows, doors, stairway, or from the balcony or other part of a strata lot or common property;
  - (g) do anything or permit anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
  - (h) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply, heated water, or natural gas;
  - (i) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
  - (j) keep bird or animal feeders of any kind on balconies, common property or limited common property;
  - (k) place any signs, billboards, notices, ads, labels, or other advertising matter of any kind on the common property, limited common property, or visible from the exterior of a strata lot, without the prior written consent of the council.
  - (l) place any indoor-outdoor carpeting on any deck, patio or balcony
  - (m) store any flammable or other dangerous materials in a strata lot, common property, or on limited common property, except for small amounts of propane, paint and similar household substances;
  - (n) access the roof of the strata corporation unless authorized by council;
  - (o) erect, affix, attach or fasten to the exterior surface (stucco, metal, trim, or wood cladding) of the common property or limited common property including but not exhaustively, television antenna, satellite TV or communication dish, wall planters, plant hangers, decorative garden or home items, stereo speakers, mailboxes, garden hose reels, tool racks, nor may a resident puncture the exterior surface with a fastener or any item;
  - (p) install door locks or door handles that are different in style or color to the original building specification or as specified by strata council.
- (9) All garden and water hoses must be disconnected from the exterior water tap between November 1st of the current year and March 31st of the following year.
- (10) Smoke detectors must be operational at all times and may not be disconnected for any reason.

## **6 Inform strata corporation**

- (1) Within 2 weeks of becoming a resident, a resident must inform the strata corporation of the resident's name, contact information, strata lot number, mailing address outside the strata plan, or any other information deemed relevant by council.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.
- (3) Residents must provide current vehicle information parked in the owner's designated parking stall

## **7 Obtain approval before altering a strata lot**

- (1) An owner must obtain the written approval of the strata corporation before making an installation or 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 (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);
  - (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, including all fixtures and floor coverings.
  - (h) wiring, plumbing, piping, heating, air conditioning and other services.
- (2) An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration or installation. The council may request additional information and documents as it sees fit.
- (3) 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 and installation.

- (4) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.
- (5) A resident must ensure that the hours of work are restricted to times set by council from time to time
- (6) A resident must remove all construction debris before the alteration or installation is completed.

## **8 Obtain approval before altering common property or limited common property**

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property or limited common property.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.
- (3) An owner, as part of its application to the strata corporation for permission to alter common property or limited common must:
  - (a) submit, in writing, detailed plans and description of the intended alteration;
  - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to council;
  - (c) obtain the consent of the owners by written approval of the council;
  - (d) provide any further information and documents requested by the council.
- (4) The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
  - (a) that alterations be done in accordance with the design or plans approved by the council or its duly authorized representatives;
  - (b) that the standard of work and materials be not less than that of the existing structures;
  - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
  - (d) the owner enter into a written agreement with the strata corporation in which the owner accepts all liabilities for repair and maintenance of the alteration;

- (e) the owner pay to the strata corporation a security deposit in an amount determined by the council for the duration of the construction, which deposit will be refunded to the owner upon completion of the alteration if no damage to other strata lots or common property occurs as a result of the construction;
  - (f) at the request of the strata corporation, before any alternation has started, a performance guarantee in an amount determined by the council. The amount will be refunded to the owner once the alteration is completed or if alteration is not completed within 30 days of the start of the alteration, the amount will be used to complete the alteration on behalf of the owner or used to return the property to the same condition prior to the start of the alteration;
  - (g) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property or limited common property, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property or limited common property;
  - (h) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.
- (5) Any approved alterations, once commenced, must be completed within 30 days unless the owner can provide evidence for an extension arising from circumstances beyond his or her control. Such extension must be requested in writing.
  - (6) An owner who has altered common property or limited common property prior to the passage of these bylaws is subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
  - (7) An owner who, subsequent to the passage of bylaws, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property or limited common property as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the

alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration will be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

## **9 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,
    - (i) to inspect, repair or maintain common property, limited 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 the Act; and
    - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) If forced entry to a strata lot is required due to required emergency access and the inability to contact the resident of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.



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

### **10 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:
      - (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 (including the casings, the frames and the sills of such 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, 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 (including the casings, the frames and the sills of such 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**

### **11 Council size**

- (1) The council must have at least 3 and not more than 7 members.

### **12 Council eligibility**

- (1) An owner or the spouse, including a common law spouse of an owner, may stand for council, but not both.
- (2) No person may stand for council or continue to be on council with respect to a strata lot if any strata fees are owing on the day of the annual general meeting

### **13 Council members' terms**

- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.
- (3) Pursuant to section 34(b) of the Act, a member of council is entitled to compensation for the member's exercise of council powers and performance of council duties of an amount and frequency as determined by a majority vote at an annual or special general meeting

### **14 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.
- (3) Any council member who misses three consecutive council meetings will be deemed to have resigned from the council unless that member gives reasonable cause for the absence and the remainder of the council, in its sole discretion, accepts the cause.

## **15 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.

## **16 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, 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.

## **17 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.

## **18 Requisition of council hearing**

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

## **19 Quorum of council**

- (1) A quorum of the council is
  - (a) 3, if the council consists of 5 or 6 members, and
  - (b) 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.

## **20 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) No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.

## **21 Voting at council meetings**

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president 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.
- (4) Decisions made outside of council meetings may be held by electronic means and decisions must be made by a majority of council members.
- (5) The results of all votes at a council meeting must be recorded in the council meeting minutes.

## **22 Council to inform owners of minutes**

- (1) The council must inform owners of the minutes of all council meetings and general meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

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

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

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

## **24 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.

## **25 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.

## **26 Limiting Authority of Council**

- (1) The strata corporation can pass a resolution by majority vote at general meetings to direct or restrict the actions of the strata council. However, the strata corporation can never restrict or limit the strata council if the restriction or limitation:
  - (a) is contrary to the Act, Regulations, or bylaws;
  - (b) interferes with the strata council's ability to decide based on the facts whether:
    - (i) a resident has breached a bylaw or rule;
    - (ii) a resident should be fined.

## **27 Limiting Expenditures of Council**

- (1) Subject to subsection (3) below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure is less than \$5000
- (2) If the strata corporation makes an expenditure under subsection (1) above, the strata corporation must inform owners within 2 weeks of the next council meeting.
- (3) Notwithstanding subsection (1) above, the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise to the strata plan. Such expenditure must receive the unanimous decision of the council.

## **28 Conflict of Interest**

- (1) Strata council members must ensure that they refrain from acting in their capacity as strata council member if their personal interests conflict with those of the strata corporation. Strata council members must:
  - (a) disclose any personal interest they have in a contract or transaction under consideration by the strata corporation;
  - (b) not use their position on strata council for personal gain or to influence the decision of other council members;
  - (c) refrain from voting on that matter at strata council meetings;
  - (d) refrain from participating when that matter is being discussed in the strata council meetings; and
  - (e) not participate in bylaw contravention decisions if they are the alleged bylaw or rule offender.

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

### **29 Maximum fine**

- (1) The strata corporation may fine a resident a maximum of:
  - (a) \$200 for each contravention of a bylaw; and
  - (b) \$50 for each contravention of a rule.
- (2) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.
- (3) A resident is responsible for payment, without invoice, of any money owing to the strata corporation as provided for in the Act or these bylaws
- (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.



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

### **30 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. The chairperson need not be an owner.

### **31 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.

### **32 Quorum for Adjourned Meeting**

- (1) Notwithstanding section 48(3) of the Act, if within 5 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 5 minutes from the time appointed and, if within 5 minutes from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.
- (2) Subsection (1) is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

### **33 Voting**

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, 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) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) 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.
- (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to any strata fees owing.

### **34 Order of business**

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

meeting is an annual general meeting;

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

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

### **35 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 Owners and Occupants**

### **36 Advertising a strata lot**

- (1) When showing a strata lot, an owner must ensure that a prospective purchaser is accompanied by a resident or the owner's realtor when inspecting the common property.
- (2) An owner of a strata lot will not permit real estate signs to be placed on the common property unless such location has been designated by strata council

## **Division 8 - General**

### **37 Small Claims Action**

- (1) The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

### **38 Appearance of strata lots**

- (1) A resident must not allow a strata lot to become unsanitary or untidy.
- (2) Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot, patio, or balcony. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- (3) A resident must not store any of the following in a way that is visible from the outside of the strata lot:
  - (a) any laundry, washing, clothing, footwear, personal items, bedding or other articles from windows, balconies, clothes rack, or other parts of the strata lot;
  - (b) bicycles;
  - (c) recreational equipment, tools, ladders, garbage, bottles, newspapers, cans, building supplies, pallets or construction materials.
- (4) A resident must not grow climbing plants directly on the exterior of the building or fences.
- (5) A resident must ensure that all curtains and window coverings visible to the exterior of the building are in good repair, clean, and similar in size, color, and design as initially installed by the developer
- (6) A resident must not use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, door screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;

### **39 Use of Patios and Balconies**

- (1) A resident must not place any items on any deck, patio or the balcony except
  - (a) free-standing, self-contained planter boxes;
  - (b) barbecues;
  - (c) summer furniture and accessories;
- (2) Such items listed in subsection (1) must be in keeping with the balance of the development in terms of design, quality, proportion and colour as defined by council. The resident is solely responsible for maintaining such items in a good and tidy condition on an ongoing basis.
- (3) Plants and planters on a balcony must be of an appropriate height and must not encroach on or obstruct the view of another strata lot. Residents wishing to install more than three planters must provide a plan to the strata corporation describing all relevant details of the proposal including:
  - (a) maximum heights of the plants
  - (b) numbers
  - (c) locations
  - (d) weights of everything being added to the balcony.

### **40 Garbage disposal and recycling**

- (1) A resident shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose. All garbage shall be bagged and tied before so depositing and the resident shall remove any materials other than ordinary household refuse and garbage from the strata property at his/her expense.
- (2) A resident must not store, temporarily or otherwise, any household refuse, garbage, or recyclables on limited or common property.
- (3) Garbage containers provided by strata corporation are for the exclusive use of residents only. Residents allowing non-residents to dispose of garbage in garbage facilities provided by strata corporation is prohibited.
- (4) Residents must abide by all recycling rules and regulations stipulated by strata council, and not limited to municipal, provincial, and federal regulations.

#### **41 Bicycles and bicycle storage**

- (1) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage locker, designated bicycle lockers, or such other area as may be prescribed by the council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.
- (2) Bicycle storage rooms are restricted for the storage of non-motorized vehicles only unless authorized by council. No other items are to be stored in bicycle rooms.

#### **42 Storage lockers**

- (1) A resident shall only use
  - (a) the storage locker specifically assigned to his strata lot
  - (b) a storage locker leased or rented by the owner
  - (c) when specifically agreed with another owner, the storage locker assigned to the strata lot of that other owner.
- (2) Storage lockers may not be used by non-residents
- (3) A resident shall not store any
  - (a) flammable or other dangerous materials in a storage locker, including, but not limited to, propane, gasoline, and explosives
  - (b) food or perishables regardless of whether it is sealed, bagged, or held in a container
- (4) Items are not be stored on top of lockers on in the common areas. Items left on top of lockers or in the aisles will be removed, without notice, at cost to the resident of the strata lot

#### **43 Move in and move out**

- (1) Council may regulate the manner in which any resident moves into or out of strata lots and may require that such moves be co-ordinated with the designated building manager or caretaker.
- (2) A resident must provide notice to the strata corporation of all moving arrangements at least 72 hours advance notice of the moving date or such lesser period as the council may, in its sole discretion, permit.



- (3) All moves must take place between 9:00 a.m. and 6:00 p.m. from Monday through Friday and from 9:00 a.m. to 5:00 p.m. on Saturday, Sunday, and statutory holidays unless council gives permission in writing for extended hours.
- (4) The strata corporation may charge a move in fee to a maximum of \$200. Owners are responsible for this fee.
- (5) An owner is responsible for any damages to the common property that may occur during the move by an owner or tenant.
- (6) A resident must ensure that all common areas are left damage free and all walkways, stairways, elevator, and common areas are cleaned immediately upon completion of the move.
- (7) A resident must ensure upon moving out that all items stored in or on their allowed storage area and parking stalls is cleared or properly disposed of, and that the area is left clean of debris.
- (8) Moving in or out or moving any large items at any time in Building K requires 72 hours advance elevator booking for the elevator lockdown key and protective blanket installation, or a maximum fine of \$200 will be assessed immediately to the owner of the strata lot.
- (9) A refundable deposit of \$100 is required for the elevator lockdown key.

#### **44 Hard surface Floors**

- (1) An owner must receive written approval from council prior to installing any hard surface flooring.
- (2) An owner of a strata lot who intends to install hard surface flooring such as hardwood floors or tile in a strata lot must adhere to the minimum specifications outlined by council and must take all reasonable steps to satisfy noise complaints from neighbours.

#### **45 Visitor Parking**

- (1) Visitor parking is for visitors or guests only
- (2) A resident is prohibited from parking in the visitor parking area unless approved by strata council
- (3) A visitor must clearly display a strata council approved visitor pass on the dash of the vehicle within 15 minutes of parking in a visitor stall
- (4) A visitor is allowed to park the vehicle for a maximum of 3 consecutive days

## **46 Parking**

- (1) A vehicle must not drive faster than 10 km/h in the parking area
- (2) Driving an uninsured vehicle in the parking area is prohibited
- (3) All vehicles must be parked parallel within their own parking stall lines.
- (4) Parking stalls must be kept clean at all times.
- (5) All vehicles, including those belonging to guests and service vehicles may be towed or fined without further warning if the vehicle is:
  - (a) parked in a designated fire zone or violate the municipal fire regulations,
  - (b) parked on a designated public access trail for pedestrian traffic
  - (c) or violate strata bylaws and rules within the strata corporation
- (6) A vehicle that is towed is at the expense and risk of the vehicle owner.
- (7) A resident must use parking stalls only for the parking of licensed or insured motor vehicles or motorcycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.
- (8) A resident must not permit any oversized, commercial or recreational vehicles including, but not limited to, boats, trailers and campers to enter or be parked or stored on common property or limited common property without the prior written consent of the council.
- (9) A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes, fire lanes or other no parking zones.
- (10) A resident or visitor must display a valid handicap parking permit if parking in a designated handicap parking
- (11) A resident must wait for parking gates to close while entering and leaving the parking area at all times.
- (12) A vehicle may not create excessive noise in the parking area as determined by the opinion of the council. This includes, but not limited to, a loud muffler or engine.
- (13) A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not limited to, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs

- (14) A resident must not park or store any vehicle that drips oil, gasoline, or any vehicle liquid that will contaminate the parking stall. Such vehicles may be towed at the owners expense and the cost of cleaning the parking stall will be charged back to the owner.
- (15) An resident shall not:
- (a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
  - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (c) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
  - (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
  - (e) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.

#### **47 Vehicle Washing Bay**

- (1) Vehicle washing bays are for the exclusive use of residents only.
- (2) A resident may occupy a washing bay with a vehicle for the purpose of moving items for a duration no longer than 30 minutes provided no other resident is waiting to use the washing bay to wash a vehicle.

#### **48 Vehicle Storage**

- (1) A resident must not store an unlicensed or uninsured vehicle on the common property or limited common unless the:
  - (a) vehicle owner provides a copy of a valid proof of vehicle insurance to the strata corporation's property manager and clearly displays proof of insurance on the front dashboard of the vehicle;
  - (b) vehicle owner provides a valid proof of insurance 10 days from the

commencement of the vehicle being stored;

- (c) proof of insurance includes storage insurance and liability insurance for a minimum no less than \$1 million dollars and;
  - (d) exterior of the stored vehicle is cleaned periodically when requested by council.
- (2) A resident may store the vehicle for a maximum of 1 year unless permission is granted by council to extend the storage period.
  - (3) If after one month that notice is given, a stored vehicle that does not carry proper storage insurance as required under subsection 1 (a), 1 (b), and 1 (c), may be towed at the owner's expense.

#### **49 Fitness Room**

- (1) Use of the fitness facilities must be confined to posted hours of operation. All persons must leave at, or prior to, the posted closing time. All local noise bylaws must be followed within the exercise room.
- (2) Use of the fitness facilities is for exercise purposes only and not socializing. The facilities are for residents and their guests only. The number of guests of any one strata lot at any one time shall not exceed two and they must be accompanied by a resident using the fitness facilities.
- (3) Persons using the facilities will not eat or smoke in the exercise room, nor carry liquid except in a lidded water container.
- (4) For the hygiene of the exercise room, equipment must be cleaned after use.
- (5) Proper footwear must be worn while using gym equipment.
- (6) No animals are permitted in the fitness facilities.
- (7) No person under the age of 14 may use the exercise room unless directly supervised by an adult. In this case, the youth shall also be kept from interacting with any equipment except what is being presently used by the supervising adult.
- (8) All music played while using the fitness facilities must be from in-ear music devices only. Open air music devices such as, but not limited to, radios or portable music players, are not allowed.

#### **50 Pets and animals**

For the purposes of these bylaws contained in the “Pets and animals” section, "owner of a pet" means collectively, owners, tenants, occupants, guests, and visitors of the strata lot

- (1) An owner of a pet 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 contained in a maximum of two, thirty gallon glass tanks;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds contained in a maximum of one thirty gallon cage;
  - (d) a total of two dogs or two cats, or a combination of each, but not exceeding two in total.
- (2) An owner of a pet must apply to the council for written permission to keep a permanent or temporary pet by registering the pet with the council within 30 days of the pet residing on a strata lot. The owner of a pet must provide to council, in writing, the following information:
  - (a) type of pet;
  - (b) breed;
  - (c) colour;
  - (d) markings;
  - (e) picture of the pet;
  - (f) the pet owner's name;
  - (g) the strata lot number and;
  - (h) telephone number of the pet owner.
- (3) The owner of a pet must not keep a pet that exceeds 25 kg (55 pounds).
- (4) The owner of a pet must not permit a loose or unleashed pet (leashes cannot exceed six feet in length) at any time on the common property. All pets must be leashed, carried or otherwise secured when on the common property.
- (5) An owner of a pet must assume all liability for all actions by the pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- (6) An owner of a pet must ensure that the pet dog or cat has a municipal approved licence tag.

- (7) An owner of a pet must not leave a pet unattended and tied up on common property or limited common property.
- (8) An owner of a pet shall not permit the pet to urinate, defecate, or leave excrement on the common property or limited common property, and if the pet does urinate, defecate, or leave excrement on the common property or limited common property, the owner shall immediately and completely remove all of the pet's waste from the common property or limited common property and dispose of it in a waste container or by some other sanitary means.
- (9) No owner of a pet shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other resident with uncontrolled barking or howling.
- (10) An owner of a pet must not keep a pet on a strata lot, on common property or on limited common property which is a nuisance or is a danger to other residents. If the pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property, limited common property, or common assets, the council may, by written notice, order such pet to be removed permanently from the strata lot, the common property or limited common property or all of them.
- (11) If, after 20 days, the owner of a pet, who has a pet that must be removed by council's order, has not removed such pet, the owner will be subject to a fine of \$200.00. In addition, the resident will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.

## **51 Barbeques**

- (1) A resident may be permitted to use a barbecue on a balcony, deck, or patio if:
  - (a) it is placed in such a manner that it does not cause a fire hazard or smoke damage to any part of common property or limited common property and
  - (b) it does not create a nuisance for any other resident.
- (2) Such barbecue, hibachi or cooking device must be powered by propane, natural gas or electricity only.

## **52 Security**

- (1) A resident or visitor must not:
  - (a) give any keys, combinations, security cards or other means of access to the building, the parking garage, or common areas to any person other than an employee, contractor, occupant or guest of the strata lot;

- (b) knowingly allow an unknown person or vehicle who is not a guest, visitor, or another resident access to the common property or limited common property.

### **53 Satellite Dish**

- (1) A resident must not erect, attach or fasten to a strata lot, common property, or limited common property any satellite dish, television antenna, or radio antenna except as defined in subsection (2).
- (2) A resident must obtain the written approval of the council before using a free standing satellite dish. The total number of satellite dishes and the conditions of use, placement, and size of satellite dish are subject to the requirements defined by council from time to time.
- (3) A resident is solely responsible for any damage to the common property or limited common property that may be caused directly or indirectly by the installation of the satellite.

### **54 Smoking**

- (1) Smoking is prohibited on all common properties including, but not limited to, all vehicle parking areas, walkways, and outside common door entrances. Smoking is only permitted within the resident's strata lot and the resident's limited common property provided it does not create a nuisance for any other resident.
- (2) A resident or visitor must not throw or discard cigarettes, matches or other lighted materials from any window, balcony or walkway onto any common property and limited common property.

## **55 Notice & Distribution of Minutes**

- (1) Notwithstanding Section 9 “Permit entry to strata lot” of the Bylaws Strata Plan BCS 1997, the Strata Corporation may advise owners, tenants and/or occupants of work scheduled to be done on the common property, the limited common property, and the strata lots by any of the following means:
  - (a) posting a notice regarding the dates and times of the work on the notice boards on the common area doorways for a period of no less than 7 days;
  - (b) posting a notice regarding the dates and times of the work on the notice boards in the common area mailrooms for a period of no less than 7 days; or
  - (c) advising of the dates and times of the work through the Strata Council Minutes, and such notice shall be deemed to be sufficient to owners, tenants and/or occupants.
- (2) The Strata Corporation may make the Strata Council minutes available in electronic form, instead of mailing the same to the owners.

## **56 Sale of Strata Lot**

- (1) On the sale of a strata lot, all money owing to the strata corporation, including, but not limited to, money owing as administration fees, bank charges, fines, penalties, interest, legal cost, outstanding strata fees and special levies must be paid in full to the strata corporation before:
  - (a) Form F – Certificate of Payment is provided to the owner or;
  - (b) Form H – Acknowledgement of Payment is provided to the owner should there be any outstanding liens on the strata lot.



## **Division 9 – Rentals**

### **57 Rental Restriction**

- (1) Subject to the provisions of this bylaw strata lots shall be owner-occupied only, with the following considerations and exceptions:
  - (a) at any given time up to thirty-four (34) strata lots may be leased for terms of not less than one year, and the procedure to be followed by the strata corporation in administering this limit will be as follows:
    - (i) any owner wishing to rent a strata lot must make an application in writing to the council;
    - (ii) approvals will be granted by the council on a first come basis in the order of the date such applications are received by the council;
    - (iii) the council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this bylaw;
    - (iv) the council will consider each application upon receipt and will respond to each application in writing within one week of receipt;
    - (v) if the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in bylaw ---, excluding exempt strata lots pursuant to sections 143 and 144 of the 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 of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.
    - (vi) the council will keep a list of owners who wish to rent their strata lot and the priority of their application, and will advise each owner as soon as their application can be accepted;
    - (vii) upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within three months (3) from acceptance by the council of such owner's application or the acceptance will be automatically revoked and the council will be entitled to advise the owner next following on the list that its application to rent a strata lot has been approved; and

- (viii) an owner may continue to lease his or her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy and the date the strata lot is sold by the owner to a third party.
- (b) notwithstanding paragraph (a), where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence that undue hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for limited rental;
- (c) this bylaw does not apply to prevent the rental of a strata lot to a member of the “family” of an owner, meaning:
  - (i) the spouse of the owner;
  - (ii) a parent or child of the owner; or
  - (iii) a parent or child of the spouse of the owner,where “spouse of the owner” includes an individual who has lived and cohabitated with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;
- (d) where an owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, this bylaw does not apply to such strata lot until the later of:
  - (i) one year after the tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy the strata lot as a tenant; and
  - (ii) one year after the bylaw has been passed; and
- (e) the strata corporation is entitled to impose a fine of up to \$500 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven days.

## **58 Tenant Information**

- (1) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant:
  - (a) the current bylaws and the
  - (b) the current rules of the strata corporation.
- (2) Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant’s Responsibilities signed by the tenant, in

accordance with section 146 of the Act.

- (3) Where an owner leases a strata lot in contravention of subsection (1), or subsection (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.

## **Division 10 – Security Cameras**

### **59 Use of Security Cameras**

- (1) Security cameras will be used where needed to discourage break and enters, property damage, any bylaw violations, and, when necessary, to provide law enforcement assistance in prosecuting criminal activity.
- (2) Cameras may be installed in locations where residents of Acacia Gardens would not have an expectation of privacy. Examples include all common areas of the strata complex such as entrances, garbage rooms, stairwells, storage areas, foyers, and parking areas.
- (3) Cameras will not be installed in areas where residents have a reasonable expectation of privacy, such as in a common hallway that leads to the entrance of a resident's home or directly in front of a storage locker.
- (4) Cameras will not be installed for the express purpose of monitoring Bylaw violations.
- (5) Signs will be posted at most common entrances where the cameras are located.
- (6) Video Access & Retrieval
  - (a) Selected council members, property management, and caretakers will have access to the real time monitors. Although activity may only be randomly monitored.
  - (b) The video signal from the cameras may be transmitted to the television cable of residents. As residents have a stake in the security and safety of their property, it is reasonable to give residents access to visually monitor their property. However, in consideration of the residents' privacy, the Strata Council reserves the right to limit when this signal may be transmitted. For example, the video signal may only be available during the late evening when there is little foot traffic and break and enters are at its highest.
  - (c) Only selected council members or his/her designee(s) will have access to any archived material in pursuit of incidents of criminal activity or violation of the Strata's Bylaws
  - (d) Images will typically be stored for a period of up to 14 to 21 calendar days. As new images are recorded, the oldest images will be automatically deleted.
  - (e) Selected digital video may be saved for as long as required.
  - (f) Stored digital video may be used to provide tangible evidence as a means of identification, and may be turned over to the police by the Strata Council, consistent with the provisions of the Privacy Act.

- (g) Requests from residents for access to camera images will be considered in light of the provisions of the PIPA.