

**SCHEDULE OF BYLAWS**  
**The Owners, Strata Plan VR 1782**  
**Willow Place**

Be it resolved that all previously registered bylaws be repealed, and replaced with the following bylaws except that the rental bylaw will be amended as provided. These bylaws replace Part 5 of the *Condominium Act* and the Schedule of Standard Bylaws in the *Strata Property Act*:

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

**Payment of strata fees**

- 1** An owner must pay strata fees on or before the first day of the month to which the strata fees relate. If an owner fails to pay strata fees at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually. If an owner fails to pay a special levy at the required time he may be fined \$50.00 for each month the special levy remains unpaid.

**Repair and maintenance of property by owner**

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

**Use of property**

- 3** (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal or injurious to the reputation of the building, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (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*.
- (3) All pets are subject to the council's prior written approval.

(4) An owner, tenant, occupant or visitor must ensure that all pets, except for cats, are leashed or otherwise secured when on the common property or on land that is a common asset. The owner is responsible for the immediate clean-up of any pet excrement that occurs on common property.

(5) A pet shall not cause a nuisance to any resident.

(6) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.

(7) All garbage, with the exception of paper, shall be wrapped and tied in plastic garbage bags and deposited in the receptacle provided for that purpose. In order to minimize the volume of debris, large cardboard boxes must be crushed or cut up prior to being thrown away. No owner, tenant or occupant shall retain, store or dispose of garbage or other refuse in a manner, other than in accordance with the direction of the strata council from time to time, and in any event, shall not allow his strata lot to become unsanitary. Residents must dispose of garbage in accordance with the City Bylaws regarding recycling.

(8) An owner, tenant, occupant or visitor shall not carry out any activity or undertaking, including the storage or retention of any hazardous materials, that may have the effect of increasing the risk of fire or other damage to the building or common property, or that may cause any increase in the rate of fire insurance premiums to the strata corporation.

(9) Motor vehicles may be washed in the underground parking area and may only be washed in such a manner so as not to cause a nuisance or annoyance to others.

(10) An owner, tenant or occupant shall keep the area directly surrounding his strata lot, including his balcony, patio and parking space, in a neat and tidy condition. The council shall be at liberty to remove any rubbish or clean up the common property close to an owner's premises and charge the expense to the owner. Any damage caused by the negligent or willful act of an owner, tenant, occupant or visitor shall be repaired at the expense of the owner of the applicable strata lot.

(11) Residents are responsible for the behavior of their visitors while they are on the premises. Any damage will be made good by the owner of the strata lot. The resident will be responsible for all noise disturbances emanating from his strata lot.

(12) Waterbeds are not allowed in the building.

(13) An owner, tenant or occupant shall not locate any laundry or washing on the common property or on his strata lot so that they are visible from outside of the strata lot.

(14) An owner, tenant, occupant or visitor shall not do or permit anything to be done that may cause damage to trees, plants, shrubs, bushes, on any landscaped common property, and shall not place chairs tables or other objects on common property that may damage or prevent growth or interfere with the maintenance of the grounds generally.

(15) A resident shall not allow his strata lot to become unsanitary or unhygienic.

(16) Only electric and/or propane barbecues may be used for barbecuing on balconies and patios.

(17) Only patio furniture, a reasonable number of potted plants and a barbecue may be located on a balcony. Only patio furniture, a reasonable number of potted plants, a barbecue and a reasonable amount of firewood may be located on a patio.

(18) The only places on the common property that bikes can be stored are the bike room or the bike lock located in front of each parking space. Only bikes shall be stored in the bike room.

(19) Parking spaces shall only be rented to individuals who are residents in the building.

(20) No one shall or carry out any major repairs to his motor vehicle on the common property, including in the parking space he is entitled to use. Stains or damage to the parkade caused by oil or other fluids dripping from a motor vehicle will be cleaned up by the strata corporation and charged to the applicable strata lot owner.

(21) The sidewalks, walkways, passages and driveways and parking areas shall not be obstructed by a resident, a visitor or a motor vehicle or any other item. Motor vehicles shall be parked properly so as not to hinder access to other parking spaces.

(22) A resident shall not shake mops or dusters from, or throw anything out of a balcony, window or door of a strata lot.

(23) When a tenant or other resident of a rented strata lot ceases to be a tenant or resident of that strata lot, the owner of that strata lot shall, within seven days of the tenant or other occupant moving out of the strata lot, ask the property manager to arrange for the locks to both entrances of the garage to be replaced at the

expense of the said owner and all owners shall be provided with two keys to the new locks.

(24) Owners, tenants and occupants shall not permit any member of their household or visitors to trespass on limited common property that is for the use of another owner.

(25) An owner, tenant or occupant shall not use or permit the use of his strata lot for a professional, commercial or business purpose that:

- (a) may or will increase the amount of foot traffic or motor vehicle traffic in the common property or the strata lot;
- (b) in any way increases or may increase the liability risk of the strata corporation;
- (c) involves customers, clients, employees, contractors, other workers or any individuals attending the strata lot other than those individuals ordinarily resident in the strata lot; or
- (d) individuals using a strata lot as a place of temporary lodging.

(27) Gas barbecues stored indoors, including in garages, must have the propane tanks removed and stored separately on the deck or the patio away from the strata lot. Barbecue fuel lines must be inspected for leaks or breaks on an annual basis by the owner/tenant.

#### **Inform strata corporation**

**4** (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

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

**5** (1) An owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the *Act*.

(2) The council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to

take responsibility for any expenses relating to the alteration. The owner must provide satisfactory evidence that the alterations(s) comply with all municipal bylaws, including building, electrical, fire and building codes, obtain all necessary permits, and in the case of structural alterations, provide a written opinion from a qualified architect or engineer indicating the structural integrity of the building has been maintained and, prior to commencing any such alteration, execute an Indemnity Agreement. All costs associated with obtaining the aforesaid information shall be the responsibility of the owner requesting the alteration(s).

(3) Wall to wall carpeting cannot be replaced with anything but wall to wall carpeting unless it is approved by the council in writing before the work is commenced. Owners are required to take such steps as are necessary to reduce the noise that can be transmitted by walking on or otherwise using the floor. Owners will be required to use a double foam or an alternative equivalent or better insulation layer on hardwood floors that are above another strata lot. Council will not unreasonably refuse the request to change the flooring.

(4) No awnings, air conditioners, hot tubs, sheds, satellite dishes, television or radio antennas, sun screens, green houses or smoke stacks shall be hung from, protrude out of, be placed on or attached to the exterior of the strata lot or common property, without the prior written consent of the council.

(5) No alterations to the electrical, wiring, plumbing, piping, venting, telecommunications or other services on the strata lot or within any walls or on the common property shall be made without the prior written consent of the council.

### **Obtain approval before altering common property**

- 6 (1) An owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.
- (2) The council may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An alteration to the common property includes, but is not limited to, an alteration to the landscaping.

### **Alterations to a strata lot or common property**

- 7 (1) Any alteration to a strata lot (as set out in section 5) or to common property that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a strata lot if such repair is required as a result of the alteration. An owner who receives approval must sign an Assumption of Liability Agreement.

(2) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council's approval.

(3) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:

- (a) the maintenance and repair of the alterations, and
- (b) the effects on all adjacent strata lots or common property, and
- (c) the effects of rain and weathering, staining, discoloration.

(4) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:

- (a) the alterations are not maintained or repaired, or
- (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his responsibility.

(5) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.

(6) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.

(7) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.

#### **Permit entry to strata lot**

**8** (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) All maintenance work(s) authorized by the strata corporation, which include Chimney and Dyer Vent Cleaning, and any other annual maintenance services that require in-suite access will be communicated to all the residents by email and mybaywest website, 48 hours in advance. A Resident must make alternative arrangements(s) for access into the unit with either Council or the Strata Manager if he/she is not available on the initial scheduled date. The Owner will be responsible for the additional cost incurred if a return visit is required.

*[amended AGM 2014 – CA3709772]*

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

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

- 9** 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, patios, and other things attached to the exterior of a building;
      - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
      - (E) fences, railings and similar structures that enclose patios, balconies and yards;
  - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
    - (i) the structure of a building,
    - (ii) the exterior of a building,
    - (iii) chimneys, stairs, balconies, patios and other things attached to the exterior of a building,
    - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
    - (v) fences, railings and similar structures that enclose patios, balconies and yards.

## **Division 3 – Council**

### **Council size and membership**

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

(2) An owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

(3) Pursuant to section 28(2) of the *Strata Property Act*, the following classes of persons may be council members:

- (a) a spouse of the owner,
- (b) a mother, father, sister, brother, daughter or son of an owner, or
- (c) a professional advisor of the owner.

However, only one representative can be on council per strata lot. For the purposes of this section the term “spouse of the owner” includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

#### **Council members’ terms**

**11** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for reelection.

#### **Removing council member**

**12** (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) The strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

#### **Replacing council member**

**13** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation’s votes may hold a special general meeting to elect a new council by complying with the provisions of the *Act*, the regulations and the bylaws respecting the calling and holding of meetings.

#### **Officers**



**14** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president  
 (a) while the president is absent or is unwilling or unable to act, or  
 (b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling council meetings**

**15** (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. Council members will make reasonable attempts to provide a written agenda and supporting documents at least three days prior to the council meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if  
 (a) all council members consent in advance of the meeting, or  
 (b) the meeting is required to deal with an emergency situation, and all council members either  
 (i) consent in advance of the meeting, or  
 (ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

### **Requisition of council hearing**

**16** (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

(2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.

(3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

### **Quorum of council**

- 17** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
  - (b) 2, if the council consists of 2, 3 or 4 members,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 4, if the council consists of 7 members.

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

### **Council meetings**

- 18** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

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

- (a) bylaw contravention hearings under section 135 of the *Act*;
- (b) rental restriction bylaw exemption hearings under section 144 of the *Act*;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

- 19** (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.

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

- 20** The minutes of strata council meetings and general meetings will be made available to the owners within 30 days of the meeting, whether or not the minutes have been formally approved.

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

- 21** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
  
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
  
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
  - (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

**Spending restrictions**

- 22** (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
  
- (2) The strata council may make an expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether or the same type or not, do not exceed \$2500.
  
- (3) Despite subsection (1) and (2), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

**Limitation on liability of council member**

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

**Division 4 – Enforcement of Bylaws and Rules**

**Maximum fine**

- 24** Unless otherwise provided for in the bylaws 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.

**Continuing contravention**

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

**Division 5 – Annual and Special General Meetings**

**Person to chair meeting**

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

**Participation by other than eligible voters**

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

**Voting**

- 28** (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.

(7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

### **Order of business**

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

### **Division 6 – Voluntary Dispute Resolution**

#### **Voluntary dispute resolution**

- 30** (1) 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 – Rental Restriction**

- 31** (1) The number of strata lots that may be rented within the Strata Plan shall be limited to two ( 2 ) except for those rented pursuant to a successful appeal on the basis of hardship. Prior to offering the rental of a strata lot, the owner thereof shall make a written request to the council for permission to rent his strata lot. The council shall reply in writing stating whether or not two ( 2 ) strata lots have been rented, (excluding those where permission to rent the strata lot was granted under hardship), and whether or not the owner can proceed to rent the strata lot in question. The council shall keep a register of those strata lots rented and a waiting list for owners to rent their strata lots. Requests to rent shall be honored on a first come, first served basis. The council may limit the time period that an owner can rent for and the owner will enter into a fixed term lease for no longer than the time period allocated. A strata lot must be rented within 60 days of permission being granted or the owner will lose his place on the waiting list.
- (2) Notwithstanding the preceding paragraph, an owner may apply in writing for an exemption on the grounds that this bylaw causes hardship to the owner. The application must be made in writing and must provide the reason the owner considers that an exemption should be made and must also provide whether or not the owner requires a hearing. If the owner requires a hearing, the council must hear the owner or the owner's agent within 3 weeks after the date the application is given to the strata corporation. An exemption is allowed if the council does not give its decision in writing to the owner within one week after the hearing, or if no hearing is requested, within 2 weeks after the application is given to the strata corporation. The exemption granted by the council may be for a limited time. The council cannot unreasonably refuse to grant the exemption.
- (3) Within two weeks after renting all or part of his or her strata lot an owner must give the strata corporation a copy of the Notice of Tenant's Responsibilities signed by the tenant.
- (4) The limitation on rentals is subject to section 143, as applicable of the *Strata Property Act*, and amendments thereto.
- (5) Where the council grants an exemption to an owner to rent his strata lot on the grounds of hardship, the council can specify the length of time that the exemption is granted for. When permission to rent is granted on the grounds of hardship, the owner must rent his strata lot within 60 days, or the exemption is withdrawn.
- (6) Where permission to rent pursuant to this bylaw has been automatically revoked, withdrawn, terminated, or will expire, an owner may re-apply to the council for permission to rent the strata lot and such application will be governed by the provisions of this bylaw and the *Strata Property Act* and amendments thereto.

(7) Where an owner leases his strata lot in violation of the bylaw, the strata corporation shall levy against the owner a fine of Five Hundred (\$500.00) Dollars every seven days during the period of the lease.

(8) For the purposes of this bylaw the terms “lease”, “rent”, “rents”, and “rental arrangement” shall include any and all forms of tenancy or licence relating to the occupancy of a strata lot.

### **Division 8 - Small Claims**

**32** Pursuant to section 171 of the *Strata Property Act*, the council, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The council may commence the proceedings to collect monies owing to the strata corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim.

### **Division 9 – Severability**

**33** (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

(2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.