

STRATA CORPORATION  
BCS 1501  
ELGIN POINTE

A. STRATA CORPORATION BYLAWS

**Provided by:**

Peninsula Property Management  
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**SCHEDULE OF BYLAWS**  
**The Owners, Strata Plan BCS 1501**

These bylaws replace the Schedule of Standard Bylaws in the *Strata Property Act*:

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

**Payment of strata fees**

1 (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.

(2) The owner of a strata lot for which a dishonored cheque is issued will be charged the financial service charge.

(3) If the strata corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata a lot will be responsible to reimburse the strata corporation for the full amount of the costs incurred by the strata corporation.

**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.

(3) Without limiting the generality of the foregoing an owner is responsible to repair and maintain stoves (range/cooktop/oven), dishwashers, refrigerators, microwaves, washing machines and dryers, kitchen and bathroom faucets, drains, supply hoses, taps, and other fixtures and appliances located in a strata lot.

**Use of property**

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

(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) An owner, tenant, occupant or visitor must not make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owners, tenant or occupant.

(4) An owner, tenant, occupant or visitor must not 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 owners, tenant or occupant.

(5) An owner, tenant, or occupant must not allow a strata lot to become unsanitary or a source of odor.

(6) An owner, tenant, or occupant or visitor must not erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto, except those installations approved in writing by the council.

(7) An owner, tenant, occupant or visitor must not place signs, billboards, placards, advertising or notices of any kind on the exterior of the building, on the common property or in a window that is visible from the exterior of the strata lot except small security warning decals which may be placed on windows and doors and except "For Sale" signs which may only be located as allocated by the Council. Dimensions of the "For Sale" signs are to be limited to a maximum of 10" x 24". This bylaw shall be interpreted in a manner consistent with elections legislation.

(8) An owner or his or her agent may place Open House signs on the common property outside the main gate to the Strata Corporation. An owner or his or her agent is responsible to ensure that prospective purchasers comply with the bylaw 12 related to parking. Owners and their agents must not permit prospective purchasers to park on the common property or limited common property other than in a visitor parking space. Prospective purchasers may not park on a roadway, or in a manner blocking the flow of traffic or ingress or egress from another garage or parking space.

(9) Christmas lights/fixtures and other festive decorations may only be displayed between November 15 and January 31. Only temporary fasteners, such as clips, may be used to attach anything to the property. Permanent fasteners, such as screws, staples, etc. are not permitted.

(10) An owner, tenant, or occupant must not install storage sheds without approval of the Council.

(11) An owner, tenant, occupant or visitor must not hang or permit to be hung, clothing, bedding, flags, laundry or washing on common property, limited common property or in his or her strata lot where it is visible from the common property or limited common property.

(12) An owner, tenant, occupant or visitor must not cause damage to, or remove trees, plants, bushes, flowers or lawns that belong to the strata corporation and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds.

(13) An owner, tenant or occupant shall not use or permit the use of his or her 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.

(14) An owner, tenant, occupant or visitor must not shake mops, or dusters, or throw refuse out of windows, or doors, or from the patio of the strata lot.

(15) An owner, tenant, occupant or visitor must not do anything or permit anything to be done on his or her strata lot or on the common property, which would tend to increase the risk of fire or the rate of fire insurance premiums, or any other insurance premiums with respect thereto.

(16) An owner, tenant, occupant or visitor must not obstruct the sidewalks, walkways, passages and driveways or the common property or use such common property for any purpose other than, that for which each was designed.

(17) An owner, tenant or occupant shall not place any items on patios except barbeques, summer furniture and accessories and self-contained planter boxes or pots.

(18) Subject to subsection (17), an owner, tenant or occupant shall not use any part of the common property or limited common property for storage without the written consent of the council.

(19) Garbage cans must be stored in the strata lot's garage and may only be placed outside on the day the garbage is collected. Garbage cans must be returned to the garage as soon as practicable after the garbage is picked up.

(20) Owners of vehicles dripping oil, gasoline, or any other fluid causing stains to either common property or limited common property shall promptly clean up the affected area. Failure to do so within seven days of receipt of a notice from the council

shall result in the council arranging for the cleaning and charging all costs associated with the cleaning back to the vehicle owner.

(21) An owner, tenant, occupant or visitor must not use or install in or about a strata lot or common property any shades, awnings, window guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council.

(22) No sporting activity is to take place on roadways, driveways or common property within the complex.

(23) The speed limit in the Strata Corporation is 15km per hour. Owners, tenants, and guests are required to drive in a responsible manner.

(24) Fruits and vegetables may not be planted or displayed at the front or side of the unit.

(25) An owner, tenant or occupant may not grow or cultivate cannabis plants within a strata lot, common property or limited common property.

(26) An owner, tenant, occupant or visitor must not smoke cannabis or other chemicals on common property, this includes limited common property.

(27) Owners, tenants and occupants must not alter or remove the window coverings, including shutters or blinds, originally installed in the strata lot. If necessary, due to damage or wear, replacement must be substantially similar window coverings in the same colour and style or as approved by Council. Owners who wish to cover the transom window above the front door may apply a removable opaque adhesive film.

(28) An owner, tenant or occupant shall not grant a license to any person or use or permit the use of his strata lot under any of the following arrangements:

- (a) pursuant to a house swap;
- (b) as a motel, hotel, or bed and breakfast or other similar accommodation;
- (c) through any website designed for booking short term accommodations, including but not limited to [www.Airbnb.com](http://www.Airbnb.com); [www.vrbo.com](http://www.vrbo.com) and other similar websites;
- (d) or at a nightly or weekly rate.

## **Pets**

- 4 (1) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds;
  - (d) one dog;
  - (e) one cat.

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

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

(4) 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.

### **Inform Strata Corporation**

5 (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 and provide a current email address for the purpose of receiving notices, records, and other documents from the Strata Corporation. Owners must ensure that the Strata Corporation is advised of all changes to the email address.

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

### **Indemnification**

6 (1) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or a strata lot for which the owner, or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.

(2) In the event that loss or damage occurs to common property, limited common property, common assets or any strata lot that gives rise to a valid claim under the strata corporation's insurance policy, the owner shall reimburse the strata corporation for the deductible portion of the insurance claim if the owner or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible for the loss or damage that gave rise to the claim.

(3) Where an owner, tenant, occupant or visitor does or permits anything to be done that is illegal or for any reason invalidates the strata corporation's insurance, the owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement of any damage to the common property, limited common property, common assets or strata lots.

(4) For the purpose of this bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and

become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

(5) An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by Court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

(6) An owner, tenant or occupant is responsible for insuring the contents of a strata lot.

(7) An owner shall insure all fixtures built or installed on a strata lot that were not built or installed by the owner developer as part of the original construction of the strata lot.

(8) Where a strata lot will be unoccupied for a period of four weeks or more, the owner must ensure that the appropriate insurance coverage is in place and that the insurance is not voided because the strata lot is unoccupied.

## **Rentals**

7 (1) The rental of strata lots is prohibited except for those strata lots rented to family members or on the basis of hardship.

(2) 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 three 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 two 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) Where the council grants an exemption to an owner to rent his or her 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.

(5) Where permission to rent pursuant to this bylaw has been automatically withdrawn at the end of 60 days, 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.

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

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

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

- 8** (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 or other things attached to the exterior of a building;
  - (d) doors and windows on the exterior of a building, or that front on the common property;
  - (e) fences railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot; and
  - (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.
- (3) Owners who undertake alterations in accordance with these bylaws must
- (a) ensure all alterations are carried out in accordance with the design approved by the Council or its duly authorized representative
  - (b) ensure that the standard of quality of work and materials of the alteration shall be no less than the existing structures.

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

- 9** (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) Without limiting the generality of subsection (1), an owner may not place, erect, install, or construct any structures on common property including trellises, sheds, arboretums, hot tubs, above ground swimming pools and other such similar items.



- (4) Notwithstanding subsection (1) an owner, tenant or occupant may plant annuals on common property but shall not plant perennials, trees or bushes on common property without the approval of the council.

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

- 10** (1) Any alteration to a strata lot 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 may be required by the council to sign an Assumption of Liability Agreement.

(2) The owner will be responsible to obtain the applicable building permits and other such 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 or her 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**

- 11** (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.

## **Parking**

**12** (1) All roadways within the development are designated as fire and emergency vehicle lanes. Vehicles shall not be parked at any time on any of the roadways.

(2) An owner, tenant or occupant may only park their vehicle in the strata lot's garage or the additional parking space, if any, designated as limited common property to the strata lot.

(3) Vehicles may be parked on the common property driveway facing the strata lot but the vehicle must not extend past the end of the driveway apron. Vehicles must not be parked sideways.

(4) No vehicle exceeding 4,000 G.V.W. shall be parked or brought onto the common property or limited common property without the consent of the council except when used for deliveries or pickups.

(5) Visitors shall only park in designated visitor parking spaces or on the common property driveways in compliance with subsection (3).

(6) Visitors parking for more than 48 hours must have prior written approval from the council. Such notice shall be signed and dated by the designated council member and shall be displayed on the vehicle's dashboard. Visitor parking is on a first come, first served basis, and any approval from the council does not guarantee that visitor parking will be available.

(7) Exceptions can be made for handicapped visitors, whereby the visitor may park in the owner's garage and the owner may then use a guest pass in an available designated visitor's parking spot.

(8) Recreation vehicles (including, but not limited to: motor homes, house trailers, campers, tent trailers, fifth wheels, boats and trailers, ATV's or any other type of recreational vehicle) will only be allowed on the common property roadway for the purpose of loading and unloading or for storage within a strata lot's garage.

(9) Subject to subsection 10, recreational vehicles may not be parked overnight or otherwise stored on common property.

(10) Recreation vehicles may only remain on the common property driveways or limited common property for the purpose of loading and unloading for a maximum of 24 hours.

(11) No owner, tenant, occupant or visitor shall park any vehicles on limited common property if such vehicle is not licensed or is not insured.

(12) Vehicle tarps or covers may only be used on vehicles parked in a strata lot's garage. Such covers may not be used on vehicles parked on common property.

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

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

- 13** (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 and other things attached to the exterior of a building;
      - (D) doors and windows on the exterior of a building or that front on the common property;
      - (E) fences, railings and similar structures that enclose patios and yards;
  - (d) a strata lot, but the duty to repair and maintain it is restricted to
    - (i) the structure of a building,
    - (ii) the exterior of a building,
    - (iii) chimneys and other things attached to the exterior of a building.
    - (iv) doors and windows on the exterior of a building or that front on the common property, and
    - (v) fences, railings and similar structures that enclose patios and yards.

## **Division 3 – Council**

### **Council size and membership**

- 14** (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) A unit owner may assign eligibility to stand for Council membership to their spouse who permanently resides at that unit, by filing with Council a letter of assignment prior to an Annual or Special General Meeting. The term of assignment is for the duration of the unit ownership, or until written notice of cancellation by the owner is received by Council.

### **Council members' terms**

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

### **Removing council member**

- 16 (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.

### **Replacing council member**

- 17 (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**

- 18 (1) A person may hold more than one office at a time, other than the offices of president and vice president.
- (2) 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.
- (3) 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**

- 19 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

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

### **Requisition of council hearing**

- 20** (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**

- 21** (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**

- 22** (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**

**23** (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**

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

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

**25** (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**

**26** (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.

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

27 (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**

28 (1) 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,
- (b) \$50 for each contravention of a Rule,
- (c) \$500 for each contravention of Rental Restriction Bylaw 7,
- (d) \$1000 for each contravention of bylaw 3(28)

#### **Continuing contravention**

29 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, except bylaw 3(28) in which case a fine may be imposed daily.

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

#### **Quorum and electronic attendance**

30 (1) General meetings may be held by electronic means at the election of the council, if such method permits all persons participating in the meeting to communicate with each other during the meeting.

(2) Proxy holders who attend electronically will be encouraged to submit the signed proxy to the strata corporation for certification by fax or PDF, 48 hours prior to the time appointed for the general meeting.

(3) If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty minutes whereupon the adjourned meeting shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote, shall constitute a quorum.

#### **Person to chair meeting**

31 (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**

**32** (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**

**33** (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.

(a) an in-person meeting, by:

- i. show of voting card;
- ii. ballot; or
- iii. roll call, or some other method as directed by the chair.

(3) If a precise count is requested, the chair must decide how the vote will be counted.

(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, except that those attending electronically may be required to verbally communicate their vote or email or text their vote to a person identified by the chair if the chair permits a vote by email or text.



- (7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote or an 80% vote if the Strata Corporation is entitled to register a lien against the strata lot under section 116 of the Act.
- (8) Notwithstanding any other bylaw, at a general meeting held by electronic means:
- (a) Voting cards will not be issued, and the chair must decide how the vote will be counted;
  - (b) If a precise count is requested, the chair must decide how the vote will be counted; and
  - (c) Votes will not be held by secret ballot.

### **Order of business**

**34** (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.

Despite subsection 34(1), the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

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

### **Voluntary dispute resolution**

- 35** (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 – Small Claims**

### **Small Claims Actions**

- 36** (1) Pursuant to section 171 of the *Strata Property Act*, the council, on behalf of the strata corporation, 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. The council has full authority to negotiate a settlement or discontinue or dismiss the action.

## **Division 8 – Severability**

### **Severability**

37 (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. The terms “resident” or “residents” refer to those individuals residing in the building, whether as owners, tenants or other occupants.