

**BYLAWS  
STRATA PLAN LMS 1490  
"THE NEW YORKER"**

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**BYLAWS  
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**DIVISION 1 – INTERPRETATION AND APPLICATION**

**1. Interpretation**

- 1.1 Unless otherwise stated, all terms in these bylaws have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act").
- 1.2 For the purposes of these bylaws:
- (a) "Address for Notice" in respect of a strata lot means:
    - (i) the address given under bylaw 22.1(h) by the owner of that strata lot; or
    - (ii) if no address has been given under bylaw 22.1(h) by the owner of that strata lot, the address of the strata lot;
  - (b) "balcony" means any platform that projects from a Residential Strata Lot and that fronts on either Mainland Street or Hamilton Street;
  - (c) "Commercial Owner" means the owner of a Commercial Strata Lot;
  - (d) "Commercial Strata Lot" means any of strata lots 4, 5, 6, 7, 32, and 33;
  - (e) "Commercial Tenant" means a tenant of a Commercial Strata Lot;
  - (f) "common property" includes common property, limited common property, and land that is a common asset, unless a contrary meaning is indicated;
  - (g) "council" means the strata council elected pursuant to section 25 of the Act;
  - (h) "Dispute" means any dispute between or among owners, tenants, the council, and the Strata Corporation (or any combination of them) arising out of or in respect of one or more of the Act, the regulations, these bylaws, and any rules issued by the council;
  - (i) "Exotic Animal" includes (without limitation) snakes, reptiles, spiders, large members of the cat family, and such further and other animals as the council in its sole discretion may decide to add to this definition;
  - (j) "Family" means
    - (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 cohabited 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;

- (k) "lease", "rent", "rents", and "rental arrangement" includes:
  - (i) any and all forms of tenancy or licence relating to the occupancy of a strata lot; and
  - (ii) the occupancy of a strata lot by persons or visitors for fourteen (14) or more days in a continuous period of ninety (90) days.
- (l) "Main Roof Deck" means the limited common property deck associated with strata lots 8 to 31 (inclusive) and set aside for their exclusive use;
- (m) "Operating Fund" means the operating fund of the Strata Corporation;
- (n) "Permitted Pet" means a pet permitted to be kept on a strata lot pursuant to bylaw 15.2;
- (o) "person" includes a child, but excludes a visitor;
- (p) "Private Roof Deck" means any of the four (4) limited common property decks associated with strata lots 24, 27, 28, and 31 and set aside for their exclusive use;
- (q) "Property Manager" means the property manager designated from time to time by the council;
- (r) "Regulations" means the regulations deposited pursuant to the Act;
- (s) "resident" means, collectively, an owner, a tenant, and an occupant of a strata lot;
- (t) "Residential Owner" means an owner of a Residential Strata Lot;
- (u) "Residential Strata Lot" means:
  - (i) any of strata lots 8, 9, and 11 through 31 (inclusive); and
  - (ii) except in respect of bylaw 9.6, strata lot 10;
- (v) "Residential Tenant" means a tenant of a Residential Strata Lot;
- (w) "Strata Corporation" means The Owners, Strata Plan LMS 1490;

- (x) "visitor" means a resident's guest who stays for fewer than thirty (30) days (whether consecutive or not) in a consecutive period of three hundred and sixty-five (365) days with a resident of a Residential Strata Lot; and
  - (y) wherever the singular or personal is used, it must be construed as meaning the plural or body corporate where the context requires.
- 1.3 These bylaws are to be interpreted in a manner consistent with the Act and all other applicable legislation and regulations.
- 1.4 The Schedule of Standard Bylaws to the Act does not apply to the Strata Corporation.
- 1.5 Subject to bylaw 1.6, these bylaws repeal and wholly replace all previously registered bylaws for the Strata Corporation.
- 1.6 Bylaw 18 of these bylaws amends and restates bylaw 16 of the immediately preceding registered bylaws for the Strata Corporation.
- 2. Application**
- 2.1 These bylaws bind the Strata Corporation and the residents to the same extent as if the bylaws had been signed by the Strata Corporation and each resident and contained covenants on the part of the Strata Corporation with each resident and on the part of each resident with every other resident and with the Strata Corporation to observe and perform their provisions.
- 2.2 A contravention of these bylaws by a visitor to or an occupant or a tenant of a strata lot is deemed also to be a contravention of these bylaws by the owner of that strata lot.
- 3. Severability**
- 3.1 If any portion of these bylaws is deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpreting and enforcing these bylaws, each paragraph, sub-paragraph, or clause hereof will be deemed a separate provision and severable, and the balance of the provisions contained herein will remain in full force and effect.
- 4. Notice**
- 4.1 Where these bylaws contemplate the provision of notice to the council, such notice must:
- (a) be signed by the person (or on behalf of the entity) giving notice;
  - (b) print the name of the person (or entity) giving notice;
  - (c) identify the strata lot(s) in respect of which the notice is being given;

- (d) identify the relationship between the person (or entity) giving notice and the strata lot(s) in respect of which the notice is being given; and
  - (e) be given by courier, facsimile, registered mail, or hand delivery to the Property Manager.
- 4.2 Where these bylaws contemplate the provision of notice by the Strata Corporation or the council to a resident or visitor, such notice may be effected by:
- (a) giving the notice to the resident or visitor;
  - (b) leaving the notice with some adult person at the Address for Notice in respect of the strata lot associated with the resident or visitor; or
  - (c) mailing the notice to the Address for Notice in respect of the strata lot associated with the resident or visitor, in which case notice will be deemed to have been given to the resident or visitor forty-eight (48) hours after the notice was mailed.
- 4.3 For purposes of bylaw 4.2, "notice" includes (without limitation) any request, statement, or other writing that these bylaws require or permit the Strata Corporation or the council to give a resident or visitor.

## **DIVISION 2 – DUTIES OF RESIDENTS AND VISITORS**

### **5. Compliance with bylaws and rules**

#### 5.1 All residents and visitors must:

- (a) have in their possession, be familiar with, and comply strictly with the current bylaws and rules of the Strata Corporation adopted from time to time; and
- (b) promptly give the council notice of any damage to common property, any required maintenance to common property, and any violation of the bylaws and rules of the Strata Corporation adopted from time to time.

### **6. Payment of strata fees and special levies**

- 6.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 6.2 If an owner fails to pay strata fees in accordance with bylaw 6.1, outstanding strata fees may be subject to an interest charge of ten per cent (10%) per annum, compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees in accordance with bylaw 6.1 may result in a fine of \$50.00 for each contravention of bylaw 6.1.

- 6.3 An owner who makes payment of a strata fee or special levy by cheque or automatic debit may be subject to a fine of \$50.00 and an administration charge of \$25.00 for each dishonoured cheque or dishonoured automatic debit.
- 6.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 6.5 Failure to pay a special levy in accordance with bylaw 6.4 may result in a fine of \$50.00 for each contravention of bylaw 6.4. If a contravention of bylaw 6.4 continues for longer than thirty (30) days, further fines of \$50.00 may be levied:
- (a) on the first day of the month immediately following the 30th day of the contravention; and
  - (b) on the first day of every subsequent month
- until, in the sole discretion of a majority of the council, the contravention no longer continues.
- 6.6 If an owner fails to pay a special levy in accordance with bylaw 6.4, outstanding special levies may be subject to an interest charge of ten per cent (10%) per annum, compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- 6.7 Any payments made by or on behalf of an owner will be applied first to the payment of outstanding interest, fines, and special levies (if any) and then to the payment of outstanding strata fees.
- 6.8 An owner who installs additional gas appliances beyond those in the owner's Residential Strata Lot at the time of its first purchase must pay the Strata Corporation an annual levy of \$75.00 on 01 January each calendar year.
- 6.9 A Commercial Owner who installs a gas appliance must also install a separate gas meter for the Commercial Strata Lot and pay the Strata Corporation on the first day of each month a levy equal to the amount charged to the Strata Corporation for the gas supplied to the Commercial Strata Lot in the immediately preceding month.
- 7. Common expenses**
- 7.1 The contribution of a strata lot owner to the Operating Fund must be levied in accordance with these bylaws.
- 7.2 All of the Commercial Strata Lots will be considered one type of strata lot and all of the Residential Strata Lots will be considered a different type of strata lot for the purposes of allocating expenses that relate to and benefit only one of these types of strata lot.

- 7.3 If a contribution to the Operating Fund:
- (a) relates to and benefits only one of the types of strata lot referenced in bylaw 7.2, such contribution is to be shared only by the owners of strata lots of that type and each strata lot's share of that contribution is to be calculated in accordance with a formula that has as its numerator the unit entitlement of the strata lot within that type and as its denominator the total unit entitlement of all strata lots within that type; and
  - (b) relates to and benefits both of the types of strata lot referenced in bylaw 7.2, such contribution is to be shared by all owners of both types of strata lots and each strata lot's share of that contribution is to be calculated in accordance with a formula that has as its numerator the unit entitlement of the strata lot and as its denominator the total unit entitlement of all strata lots.
- 7.4 For the purposes of bylaw 7.3:
- (a) contributions to the Operating Fund that relate to:
    - (i) insurance and appraisal;
    - (ii) management fees;
    - (iii) the contingency fund;
    - (iv) postage and photocopying;
    - (v) exterior repairs and maintenance;
    - (vi) window cleaning;
    - (vii) lighting supplies;
    - (viii) annual fire inspection;
    - (ix) fire alarm monitoring;
    - (x) exterior common area cleaning;
    - (xi) waste removal;
    - (xii) awning easement;
    - (xiii) maintenance of the building's heating, ventilation, and air conditioning ("HVAC") system;
    - (xiv) pest control;
    - (xv) building improvement;



- (xvi) legal fees;
- (xvii) gas;
- (xviii) electricity;
- (xix) sewer and water; and
- (xx) sundry expenditures

relate to and benefit both of the types of strata lot referenced in bylaw 7.2; and

(b) contributions to the Operating Fund that relate to:

- (i) maintaining the enter phone system;
- (ii) custodial maintenance of the Main Roof Deck (including cleaning the Main Roof Deck, providing and updating the pots and potted plants, and keeping the Main Roof Deck neat and tidy, but excluding repair of the roof and Main Roof Deck, structural repairs to the building, and repairs to the common property that would normally be required less often than once a year);
- (iii) interior repairs and maintenance;
- (iv) maintaining the garage door;
- (v) interior common area cleaning; and
- (vi) the elevator;

relate to and benefit only the Residential Strata Lots.

## **8. Repair and maintenance of property by owner**

- 8.1 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.
- 8.2 An owner must clean the interior side of the glass of each window and skylight associated with the owner's strata lot.
- 8.3 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.
- 8.4 In respect of a Private Roof Deck:
  - (a) the owner of the strata lot for whose exclusive use the Private Roof Deck has been set aside is responsible for the cost of the Private Roof Deck's custodial

maintenance, including the costs of cleaning the Private Roof Deck and keeping it neat and tidy; and

- (b) the Strata Corporation is responsible for repairs to the roof or Private Roof Deck, structural repairs to the building, and any other repairs to the common property that would normally be required less often than once a year.

## 9. Use of property

9.1 A resident or visitor must not use (or permit to be used) a strata lot or the common property in a way that:

- (a) is inconsistent with these bylaws;
- (b) causes a nuisance or hazard to another person;
- (c) causes unreasonable noise;
- (d) unreasonably interferes with the rights of other persons to use and enjoy the common property or another strata lot;
- (e) is injurious to the reputation of the Strata Corporation or the owners;
- (f) is illegal or is contrary to any applicable statute, ordinance, bylaw, or regulation of any governmental authority (including, without limitation, all applicable zoning and noise control bylaws); or
- (g) is contrary to a purpose for which the strata lot or the common property is intended as shown expressly or by necessary implication on or by the strata plan.

9.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property or those parts of a strata lot that the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

9.3 An owner must indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair, or replacement rendered necessary to the common property or to any strata lot by any act, omission, negligence, carelessness, or contravention of these bylaws by:

- (a) the owner; or
- (b) the owner's visitors, occupants, guests, employees, agents, contractors, tenants, Permitted Pets, or a member of the owner's family

but only to the extent that such expense is not reimbursed from the proceeds received by operation of any policy of insurance.

- 9.4 An owner who locates property on the common property does so at the owner's risk as to loss or damage to the owner's property from any cause whatsoever, including moisture damage, fire, or theft.
- 9.5 A resident or visitor who leaves personal property on common property (other than on a Private Roof Deck) must, within seven (7) days of receiving written notice from the council, remove the personal property. If the resident or visitor refuses or neglects to effect the required removal, the Strata Corporation or the council may (other than in respect of a Private Roof Deck):
- (a) effect the removal at the expense of the owner of the strata lot associated with that resident or visitor, who must reimburse the Strata Corporation for the cost of such removal within fourteen (14) days of a demand for reimbursement by the Strata Corporation; and
  - (b) prohibit the resident or visitor from leaving personal property on the common property.
- 9.6 A resident must not use, or permit to be used, a Residential Strata Lot except as a private dwelling home.
- 9.7 Unless granted prior written approval by the council, a resident in strata lot 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 29, or 30 must not allow more than two (2) adults and one (1) child to occupy the strata lot, and a resident in strata lot 24, 27, 28, or 31 must not allow more than four (4) adults and two (2) children to occupy the strata lot.
- 9.8 A resident who requires exclusive use of the elevator to move items in or out of building must comply with the requirements of bylaws 16.4 and 16.5(b).

## **10. Quiet enjoyment**

- 10.1 A resident or visitor must not use or permit the use of heavy appliances (including, without limitation, a washing machine, dryer, vacuum cleaner, garburator, or air conditioner) in a strata lot between the hours of 10:00 p.m. and 8:00 a.m.
- 10.2 A resident or visitor must not use or permit the use of any electronic equipment or musical instruments at a noise level or in a location (or both) that disturbs or is likely to disturb a resident or visitor in another strata lot or on the common property.
- 10.3 A resident or visitor must not allow an arriving or departing visitor to disturb the quiet enjoyment of a strata lot by another resident or visitor.
- 10.4 A resident or visitor must not use the Main Roof Deck between the hours of 9:00 p.m. and 10:00 a.m. for gatherings of more than two (2) persons or for use of the Main Roof Deck barbeque.

10.5 A resident is responsible for the conduct of that resident's visitors, including ensuring that noise is kept at a level that, in the sole discretion of a majority of the council, will not disturb the rights of quiet enjoyment of others.

10.6 A resident must properly supervise and assume liability for the activities in the building:

(a) of children who reside in that resident's strata lot; and

(b) of children who visit that resident,

including ensuring that noise is kept at a level that, in the sole discretion of a majority of the council, will not disturb the quiet enjoyment of others.

## 11. Cleanliness

11.1 A resident or visitor must not use the common property without leaving it neat, tidy, and clean.

11.2 A resident or visitor must not allow a strata lot or the area surrounding it to become untidy, unsanitary, unhygienic, or a source of odour.

11.3 A resident or visitor must not deposit rubbish, dust, garbage, boxes, packing cases, shoes, carpets, or other similar household refuse on or about the common property.

11.4 A resident or visitor must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, that recyclable material is kept in the areas designated from time to time by the council, and that material other than recyclable or ordinary household refuse and garbage is removed appropriately.

11.5 If a resident or visitor fails or neglects to remove rubbish, dust, garbage, boxes, packing cases, shoes, carpets, and other similar household refuse and clean the common area surrounding a strata lot or a parking space (or both), the Strata Corporation or the council may effect the cleaning at the expense of the owner of the strata lot associated with that resident or visitor, who must reimburse the Strata Corporation for the cost of such cleaning within fourteen (14) days of a demand for reimbursement by the Strata Corporation.

11.6 Before depositing any box (including moving boxes and packing materials) in a garbage container or recycling bin, a resident or visitor must crush or flatten it.

11.7 A resident or visitor must not shake rugs, carpets, mops, or dusters of any kind from, or throw anything out of, a balcony, window, door, stairway, passage, or other part of a strata lot or the common property.

11.8 A resident must ensure that bicycle(s), tricycle(s), and other wheeled equipment (excluding wheelchairs) are clean and dry before they are taken into the building, except in the parking area.

**12. Safety and security**

- 12.1 If a Residential Strata Lot will be vacant for more than seven (7) days, the resident must make arrangements:
- (a) to have the strata lot checked once every seven (7) days; and
  - (b) to have performed the duties that the resident would normally perform in relation to the safety and security of the strata lot
- during the resident's absence.
- 12.2 A resident or visitor must not do anything or permit anything to be done on a strata lot or on the common property that will, or may:
- (a) render invalid any policy of insurance in force and maintained by the Strata Corporation;
  - (b) increase the rate of any policy of insurance in force and maintained by the Strata Corporation; or
  - (c) increase the risk of fire on the common property.
- 12.3 A resident or visitor must not store, or permit to be stored, any flammable liquids or materials on a strata lot or on the common property (including, without limitation, storage lockers).
- 12.4 A resident or visitor must ensure that all entrances to the building are kept locked at all times.
- 12.5 A resident or visitor must not leave open or allow to be left open any fire door in the building.
- 12.6 A resident or visitor must not cycle, skateboard, or roller blade on the common property or permit anyone else to do so.
- 12.7 A resident or visitor must not allow a visitor who is unaccompanied by a resident to use or access the common property.
- 12.8 A resident or visitor must not allow any individual unknown to that resident or visitor into the building.
- 12.9 Subject to bylaw 12.10, an owner of a strata lot is entitled:
- (a) to receive two (2) common area keys from the Strata Corporation and to purchase additional common area keys from the Strata Corporation at a cost of \$50.00 each; and

- (b) if the owner's strata lot is associated with a parking space, to receive one (1) garage door opener from the Strata Corporation and to purchase additional garage door openers from the Strata Corporation at a cost of \$40.00 each.

12.10 An owner of a strata lot is not entitled to receive:

- (a) more than three (3) common area keys; or
- (b) more than two (2) garage door openers

without the prior written authorization of the council, and the council must not unreasonably refuse to grant such authorization.

12.11 An authorization given by the council under bylaw 12.10 may be revoked by the council with fourteen (14) days' written notice to the owner to whom the authorization was given. An owner whose authorization under bylaw 12.10 is revoked must immediately deliver to the council:

- (a) all common area keys issued to the owner (including all copies of such keys); and
- (b) all garage door openers issued to the owner

other than those common area keys and garage door openers to which the owner is entitled under bylaw 12.10.

12.12 A resident or visitor must inform the council immediately if a common area key or garage door opener is lost, including the circumstances and location of the loss if known.

12.13 A resident who vacates a strata lot must deliver to the new resident or the owner of the strata lot being vacated:

- (a) all common area keys issued to the resident (including all copies of such keys);
- (b) all keys to the strata lot being vacated (including all copies of such keys); and
- (c) all garage door openers issued to the resident.

12.14 If the common area keys are changed, the council will exchange at no cost to any owner one (1) new common area key for each old common area key held by each owner of each strata lot.

12.15 If the garage door openers are changed, the council will exchange at no cost to any owner one (1) new garage door opener for each old garage door opener held by each owner of each strata lot.

**13. Storage**

13.1 A resident must not store materials:

- (a) in the parking area; or
- (b) elsewhere except in compliance with bylaw 12.3.

13.2 A resident who stores materials within an assigned locker space must ensure:

- (a) that the materials fit completely within the space of the assigned locker; and
- (b) that at least eight (8) inches of clearance exist between the top of the locker contents and the sprinkler heads.

13.3 A resident must not store bicycle(s), tricycle(s), or other wheeled equipment (excluding wheelchairs) other than in the parking area bicycle racks or in that resident's strata lot or storage locker.

**14. Motor vehicles and parking**

14.1 A resident must not park or allow to be parked a motor vehicle, including a visitor's motor vehicle, in the parking area except in that space specifically designated to that resident's strata lot, unless the resident:

- (a) has agreed otherwise in writing with another resident; and
- (b) upon request of the council, give the council a copy of the agreement referenced in bylaw 14.1(a). Failure of a resident or visitor to give a copy of the agreement referenced in bylaw 14.1(a) within seven (7) days after the council requests the copy constitutes a violation of this bylaw.

14.2 A resident must not permit the parking space specifically designated to that resident's strata lot to be used by another resident or another resident's visitor unless the residents:

- (a) have agreed to such use in writing; and
- (b) upon request of the council, give the council a copy of the agreement referenced in bylaw 14.2(a). Failure of a resident or visitor to give a copy of the agreement referenced in bylaw 14.2(a) within seven (7) days after the council requests the copy constitutes a violation of this bylaw.

14.3 The enforcement of any agreement referenced in bylaw 14.1(a) or bylaw 14.2(a) will be the sole responsibility of the residents concerned and not the council or the Strata Corporation.

14.4 A resident must not rent or lease a parking space to any person other than a resident.

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- 14.5 A resident or visitor operating a motor vehicle in the parking area must activate the vehicle's headlights and must not drive at a speed exceeding five (5) kilometres per hour.
- 14.6 A resident must not wash a motor vehicle in an underground parking area or driveway.
- 14.7 A resident must not:
- (a) allow a parking space to become untidy; or
  - (b) park or store on the common property any vehicle that drips excessive oil, gasoline, or other automotive residue.
- 14.8 A resident or visitor whose motor vehicle causes oil or other staining must, within seven (7) days of receiving written notice from the council, clean up all dripped oil, gasoline, and other automotive residue. If the resident or visitor refuses or neglects to effect the required cleaning, the Strata Corporation or the council may:
- (a) effect the cleaning at the expense of the owner of the strata lot associated with that resident or visitor, who must reimburse the Strata Corporation for the cost of such cleaning within fourteen (14) days of a demand for reimbursement by the Strata Corporation; and
  - (b) prohibit the resident or visitor from parking the car in question on the common property until it is repaired.
- 14.9 A resident or visitor must not use any parking area in the building as a work area for carpentry, renovations, or repairs (including, without limitation, sawing, drilling, and the use of any adhesive or hardening compounds) or use any part of the common property to conduct any major repairs or adjustments to motor vehicles or other mechanical equipment (including but not limited to work involving any automotive fluids or paints, oil changes, bleeding of brakes, flushing of cooling systems, motor tune ups, and mechanical repair).
- 14.10 A resident must not use any part of the common property other than roads and designated parking spaces for the operation of a motor vehicle.
- 14.11 A resident or visitor must not permit a motor vehicle to obstruct a sidewalk, walkway, passage, driveway of the common property, or the parking area within the common property.
- 14.12 A resident or visitor must not permit a motor vehicle to be parked in the designated loading and unloading parking space for more than thirty (30) minutes.
- 14.13 A resident or visitor must not park on the common property any motor vehicle that is both unlicensed and uninsured.



14.14 A resident or visitor who stores an unlicensed motor vehicle on the common property must:

- (a) make proof of storage insurance visible from the outside of the motor vehicle; or
- (b) upon request of the council, give the council written proof of storage insurance. Failure of a resident or visitor to give written proof of storage insurance within seven (7) days after the council requests such proof constitutes a violation of this bylaw.

14.15 A resident must not:

- (a) interfere with the receiving unit on the garage door opener;
- (b) attempt to activate the garage door when it is in motion; or
- (c) attempt to enter or exit while the garage door is in motion.

14.16 A resident must:

- (a) when leaving the parking garage, wait in the driveway until the garage door is completely closed before driving away;
- (b) when entering the parking garage, bring the vehicle past the garage door and pause until the door has started to close;
- (c) immediately give the council notice if the garage door does not open or close when activated.

14.17 A resident or visitor who contravenes any of bylaws 14.1 to 14.16 (inclusive) may be subject to a fine of \$50.00 for each such contravention and such further fines as may be levied under bylaw 31.1. A resident's vehicle parked in violation of bylaws 14.1, 14.2, 14.7, 14.11, 14.12, 14.13, or 14.14 will be subject to removal by a towing company authorized by the council, and all costs associated with such removal may be charged to the owner of the strata lot concerned.

## **15. Pets and animals**

15.1 A resident or visitor must not keep an animal on a strata lot or on the common property except in accordance with these bylaws.

15.2 A resident must not keep an animal on a strata lot other than the following Permitted Pets:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a maximum of two (2) small caged animals; and
- (c) a maximum of two (2) dogs or two cats.

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- 15.3 A resident or visitor must not harbour an Exotic Animal.
- 15.4 A resident or visitor must not permit a Permitted Pet or other animal to be loose or unleashed at any time on the common property. The Strata Corporation may arrange for a Permitted Pet or an animal found loose on the common property to be delivered to the municipal pound at the cost of the owner of the strata lot with which the Permitted Pet or animal is associated.
- 15.5 An owner of a Permitted Pet must ensure that the Permitted Pet is kept quiet, controlled, and clean.
- 15.6 Any excrement by a Permitted Pet on the common property must immediately be disposed of by the owner of the Permitted Pet.
- 15.7 A resident or visitor must not keep a Permitted Pet that, in the sole discretion of a majority of the council:
- (a) is a nuisance on a strata lot or on the common property; or
  - (b) is causing an unreasonable interference with the use and enjoyment of a strata lot or the common property by a resident or visitor.
- 15.8 A resident or visitor must not feed wild animals (including, without limitation, birds, squirrels, and rodents) from a strata lot or the common property (including, without limitation, a balcony, the Main Roof Deck, and a Private Roof Deck).
- 15.9 A resident or visitor must not keep a bird feeder of any kind on a balcony, the Main Roof Deck, a Private Roof Deck, a strata lot, or the common property.
- 15.10 The owner of a strata lot is liable for all actions by a Permitted Pet associated with that owner's strata lot, regardless of whether the owner had knowledge, notice, or forewarning of the likelihood of such action.
- 15.11 A resident who contravenes any of bylaws 15.1 to 15.9 (inclusive) may be subject to a fine of \$50.00 and such further fines as may be levied under bylaw 31.1.
- 15.12 If a tenant, occupant, or visitor contravenes bylaw 15.7, the owner of the strata lot associated with the Permitted Pet may also be subject to a fine of \$50.00 and such further fines as may be levied under bylaw 31.1.
- 15.13 Notwithstanding bylaw 15.12, a resident whose Permitted Pet contravenes bylaw 15.7 may be subject to an immediate injunction application and the owner of the strata lot associated with the Permitted Pet will be responsible for all expenses incurred by the Strata Corporation to obtain the injunction, including legal costs.
- 15.14 If a resident or visitor has a pet that is not a Permitted Pet or if, in the sole discretion of a majority of the council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment of a strata lot or the common

property by a resident or visitor, the council may (in addition to the other remedies available under these bylaws) order the immediate and permanent removal of the Permitted Pet from the strata lot, the common property, or both, in which case the owner of the Permitted Pet will be notified in writing of the removal.

## 16. Moving

16.1 A resident must comply with the move in and move out rules established by the council from time to time.

16.2 A resident must give the council written notice of all moving arrangements at least forty-eight (48) hours before the moving date.

16.3 A resident must not move in or out except:

- (a) after 9:00 a.m. and before 6:00 p.m. on Mondays through Fridays; and
- (b) after 10:00 a.m. and before 5:00 p.m. on Saturdays, Sundays, and statutory holidays.

16.4 A resident moving in or out must:

- (a) obtain from the Property Manager the elevator service key and the front door moving key;
- (b) ensure that the elevator service key is used to control the elevator and that the elevator doors are not jammed open in any manner;
- (c) ensure that the elevator is protected with proper wall pads and floor coverings if any construction materials are transported in the elevator;
- (d) ensure that the lobby doors are not left open, ajar, or unattended and that furniture is not left piled in the lobby area;
- (e) ensure that the common property is left undamaged; and
- (f) ensure that the common property used in connection with the move (including, without limitation, the hallways and lobby areas) is vacuumed immediately upon completion of the move.

16.5 For every move under this bylaw into a strata lot, the owner of that strata lot must pay the Strata Corporation before the move begins:

- (a) the user fee established under bylaw 17.1; and
- (b) a deposit of \$150.00:
  - (i) to be applied in respect of any damage suffered or any cost incurred by the Strata Corporation or any other resident or visitor in connection with the

move, and the balance remaining (if any) to be refunded to the owner once the move is completed and the elevator service key and the front door moving key have been returned to the Property Manager; or

- (ii) to be refunded in full to the owner once the move is completed and the elevator service key and the front door moving key have been returned to the Property Manager, if no damage is suffered and no cost is incurred by the Strata Corporation and any other resident or visitor in connection with the move.

16.6 A resident moving in or out of the building must report promptly to the council any damage that occurs during the move. The Strata Corporation may repair any damage caused by the move at the expense of the owner of the strata lot associated with that move, who must reimburse the Strata Corporation for the cost of such repair within fourteen (14) days of a demand for reimbursement by the Strata Corporation.

#### **17. User fees for use of the common property**

17.1 In respect of each move in or out of a strata lot under bylaw 16, the owner must pay the Strata Corporation before the move begins a user fee of \$100.00.

17.2 If a strata lot is used in a manner that regularly causes inordinate wear or damage to the common property:

- (a) the council may give the owner of that strata lot written notice that the strata lot is being used in a manner that regularly causes inordinate wear or damage to the common property; and
- (b) after issuance of notice under bylaw 17.2(a), the owner of that strata lot must pay the Strata Corporation a user fee of \$75.00 on each successive 01 January, 01 April, 01 July, and 01 October until the council revokes the notice issued under bylaw 17.2(a)

the determination of whether a strata lot is being used in a manner that regularly causes inordinate wear or damage to the common property being in the sole discretion of a majority of the council.

#### **18. Residential rentals**

18.1 This bylaw 18 is for the benefit of all owners, but the limit stated in bylaw 18.2 applies only to a Residential Strata Lot.

18.2 Subject to sections 143 and 144 of the Act, sections 17.14 and 17.15 of the Regulations, and bylaw 18.9, the number of Residential Strata Lots within the Strata Corporation that may be leased at any one time is limited to six (6).

- 18.3 An owner wishing to lease a Residential Strata Lot:
- (a) must apply in writing to the council for permission to rent before entering into a tenancy agreement; and
  - (b) subject to sections 143 and 144 of the Act, sections 17.14 and 17.15 of the Regulations, and bylaw 18.9, must not enter into a tenancy agreement until the owner receives permission in writing from the council.
- 18.4 If the number of Residential Strata Lots leased at the time an owner applies for permission to lease has reached the limit stated in bylaw 18.2, excluding exempt Residential Strata Lots pursuant to sections 143 and 144 of the Act, sections 17.14 and 17.15 of the Regulations, and bylaw 18.9, the council must:
- (a) refuse permission;
  - (b) notify the owner of that refusal in writing as soon as possible, stating that the limit has been reached or exceeded, as the case may be; and
  - (c) place the owner of the Residential Strata Lot on a waiting list of owners who wish to lease their Residential Strata Lots.
- 18.5 If the waiting list referenced in bylaw 18.4(c) contains one or more owners, once the number of Residential Strata Lots within the Strata Corporation being leased at any one time falls below the limit stated in bylaw 18.2, the council must:
- (a) consider each owner's application for permission to lease in priority sequence based on the date upon which the council received each owner's application; and
  - (b) grant permission to the next owner in sequence and notify that owner in writing as soon as possible that permission to lease has been granted, until the number of Residential Strata Lots leased has reached the limit stated in bylaw 18.2, excluding exempt Residential Strata Lots pursuant to sections 143 and 144 of the Act, sections 17.14 and 17.15 of the Regulations, and bylaw 18.9.
- 18.6 If the limit stated in bylaw 18.2 has not been reached at the time an owner applies for permission to lease a Residential Strata Lot, excluding exempt Residential Strata Lots pursuant to sections 143 and 144 of the Act, section 17.14 and 17.15 of the Regulations, and bylaw 18.9, the council must grant permission and notify that owner in writing as soon as possible that permission to lease has been granted.
- 18.7 An owner receiving permission to lease a Residential Strata Lot must exercise the permission to lease within sixty (60) days from the date on which the council notified that owner that permission to lease had been granted or else the permission expires and the owner is removed from the waiting list administered by the council under bylaw 18.4(c). During the sixty (60) days immediately following the grant of permission, the Residential Strata Lot in question will be deemed to have been leased for the purposes of the limit stated in bylaw 18.2.

- 18.8 If an owner exercises a permission to lease, the permission will expire on the date that:
- (a) the owner moves into the Residential Strata Lot to take occupancy;
  - (b) the owner sells the Residential Strata Lot to a third party other than a member of the owner's Family
- whichever date is earlier.
- 18.9 Notwithstanding bylaw 18.2, the council may on grounds of hardship exempt a Residential Owner from the rental restriction set out in bylaw 18.2 and the council must not unreasonably refuse to grant such an exemption.
- 18.10 A Residential Owner seeking an exemption under bylaw 18.9 from the rental restriction set out in bylaw 18.2 must apply to the council:
- (a) in writing;
  - (b) stating why the owner considers that an exemption should be made;
  - (c) providing the council with evidence of the hardship that the owner considers will result if an exemption under bylaw 18.9 is not given; and
  - (d) indicating whether or not the owner requires an oral hearing. If the owner requires an oral hearing, the council must give the owner an opportunity to be heard (in person or through an agent) within twenty-one (21) days after the date on which the council received the owner's application for an exemption under bylaw 18.9.
- 18.11 An exemption under bylaw 18.9 will be deemed to have been allowed if the council does not give its decision in writing to the owner:
- (a) within seven (7) days of any oral hearing required under bylaw 18.10(d); or
  - (b) if no oral hearing is required under bylaw 18.10(d), within fourteen (14) days after the date on which the council received the owner's application for an exemption under bylaw 18.9.
- 18.12 The council may specify the length of time for which an exemption under bylaw 18.9 is granted. An owner receiving permission to lease a Residential Strata Lot by way of exemption under bylaw 18.9 must exercise the permission to lease within sixty (60) days from the date on which the council notified that owner that permission to lease had been granted or else the permission expires. During the sixty (60) days immediately following the grant of permission, the Residential Strata Lot in question will be deemed to have been leased for the purposes of the limit stated in bylaw 18.2.
- 18.13 An owner who exercises a permission to lease received under bylaw 18.5 or by way of exemption under bylaw 18.9 must not agree to lease the Residential Strata Lot for a period of less than one (1) year or more than five (5) years.

- 18.14 This bylaw 18 does not apply to prevent the rental of a Residential Strata Lot to a member of an owner's Family.
- 18.15 In accordance with section 146 of the Act:
- (a) before a Residential Tenant takes possession of a Residential Strata Lot, the owner of that Residential Strata Lot must deliver to the Residential Tenant the current bylaws and rules of the Strata Corporation and a Form K – Notice of Tenant's Responsibilities; and
  - (b) within fourteen (14) days of renting all or part of a Residential Strata Lot, the owner must give the Strata Corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the Residential Tenant.
- 18.16 Before a Residential Tenant takes possession of a Residential Strata Lot, the owner of that Residential Strata Lot must also:
- (a) give the Strata Corporation a true copy of the tenancy agreement between that owner and the Residential Tenant;
  - (b) inform the Strata Corporation of any change to the information provided under bylaw 22.1; and
  - (c) deliver to the Residential Tenant a copy of any information package designated from time to time by the Strata Corporation for Residential Tenants.
- 18.17 Within seven (7) days of an owner issuing or receiving a notice of the end of a tenancy agreement between that owner and a Residential Tenant, the owner concerned must give the Strata Corporation a copy of the notice and inform the Strata Corporation of the date on which the tenancy will end.
- 18.18 If permission to rent pursuant to this bylaw has been automatically revoked, withdrawn, terminated, or will expire, a Residential Owner may re-apply to the council for permission to rent the Residential Strata Lot and such application will be governed by the provisions of this bylaw and the Act.
- 18.19 If an owner leases a Residential Strata Lot in contravention of bylaws 18.1, 18.3, 18.4, 18.7, 18.13, 18.15, or 18.16, the Strata Corporation may take one or more of the following actions:
- (a) require that the owner:
    - (i) within twenty-four (24) hours give the Residential Tenant of the Residential Strata Lot notice to vacate in accordance with the legislation and/or common law of the Province of British Columbia governing residential tenancies; and

- (ii) within twenty-four (24) hours give the council a copy of the notice referenced in bylaw 18.19(a)(i);
- (b) levy against the owner a fine of \$200.00 every seven (7) days during the period of the lease; and
- (c) take all steps necessary to terminate the lease or tenancy (including, without limitation, seeking a declaration or injunction from a court of competent jurisdiction to enforce these bylaws), and upon obtaining such a declaration or injunction any legal costs incurred by the Strata Corporation in enforcing these rental restriction bylaws will be the responsibility of the owner contravening this bylaw and may be recoverable from that owner on a solicitor and own client full indemnity basis by the Strata Corporation.

## 19. Marketing activities by residents

- 19.1 Without the prior written authorization of the council, a resident or visitor must not erect or display (or permit to be erected or displayed) a sign, fence, billboard, placard, advertisement, notice, or other fixture of any kind whatsoever on the common property or in a strata lot except as permitted by these bylaws.
- 19.2 Other than a Commercial Owner or a Commercial Tenant, a resident or visitor must not erect a real estate or "For Sale" sign except in the display area designated by the council.

## 20. Sale of strata lot

- 20.1 An owner must give the council at least forty-eight (48) hours' notice before issuing (or authorizing the issuance of) an advertisement or listing for the sale of that owner's strata lot.
- 20.2 An owner must not advertise or list a strata lot for sale (or permit a strata lot to be advertised or listed for sale) in a manner that, in the sole discretion of a majority of the council, misrepresents one or more of the *Strata Property Act*, these bylaws, or the Rules.
- 20.3 An owner must include in any contract of purchase and sale of a strata lot a term by which the purchaser:
  - (a) agrees to assume all of the owner's obligations and liabilities under bylaw 24;
  - (b) agrees to assume all of the owner's obligations and liabilities under bylaw 25; and



- (c) acknowledges the purchaser's obligation and liability under bylaw 30.4 in respect of any money that becomes owing to the Strata Corporation as provided for in the Act, these bylaws, or the rules in respect of the strata lot after the date of any certificate of payment issued by the Strata Corporation in respect of that strata lot pursuant to section 115 of the *Strata Property Act* or otherwise and that remains owing at the time of completion of the strata lot's sale

unless the council provides prior written authorization not to include such a term.

20.4 An owner who enters into a contract of purchase and sale of a strata lot must within seven (7) days of removal of all subject clauses give the council notice of the completion and possession dates of the sale and of the purchaser's name, daytime telephone number, evening telephone number, and e-mail address (if any).

20.5 An owner who sells a strata lot must, before the completion date referenced in bylaw 20.4, give the purchaser at no cost to the purchaser:

- (a) a copy of the current bylaws and rules of the Strata Corporation adopted from time to time; and
- (b) a copy of any information package designated from time to time by the Strata Corporation for new owners.

20.6 An owner who sells a strata lot must, before the possession date referenced in bylaw 20.4, give the purchaser at no cost to the purchaser:

- (a) all common area keys issued to the owner (including all copies of such keys);
- (b) all keys to the strata lot being sold (including all copies of such keys); and
- (c) all garage door openers issued to the owner.

20.7 An owner who contravenes any of bylaws 20.1 to 20.6 (inclusive) may be subject to a fine of \$200.00 for each such contravention and such further fines as may be levied under bylaw 31.1.

## 21. Miscellaneous

21.1 An owner must promptly pay all rates, taxes, charges, outings, and assessments that may be payable from time to time in respect of the owner's strata lot.

21.2 A resident or visitor must not smoke on the common property (including, without limitation, in the elevator, lobby, hallways, stairways, or parking area of the building).

21.3 A resident or visitor must not block open an elevator, except when an elevator key is used under bylaw 16.4 or under bylaw 9.8.

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- 21.4 A resident must ensure that any window covering surface visible from outside the strata lot is white in colour.
- 21.5 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways, or other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 21.6 A resident or visitor must not use the common property electrical outlets.
- 21.7 A resident may post a notice on the designated bulletin board, subject to the notice being removed by the council if the council deems the notice inappropriate or if the notice is posted for more than seven (7) days.
- 21.8 A resident or visitor must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 21.9 A resident or visitor must not permit water to escape from a strata lot or the common property (including, without limitation, a balcony) under any circumstances.
- 21.10 A resident or visitor must not use or permit the use of a barbecue on a balcony.
- 21.11 A resident or visitor must not permit the Main Roof Deck barbeque to be used by anyone other than a resident.
- 21.12 A resident or visitor must clean the Main Roof Deck barbeque and turn off the propane after using it.
- 21.13 A resident or visitor must not trespass on property designated as limited common property for the use of those who reside in another strata lot.
- 21.14 A resident or visitor must not hang or display laundry, washing, clothing, bedding, flags, or other articles visible from the outside of the building.
- 21.15 A resident or visitor must not use or permit the use of a waterbed in a strata lot without first giving the council written proof of adequate insurance, the determination of whether insurance is adequate being in the sole discretion of a majority of the council.
- 21.16 A resident or visitor must not place, locate, or store:
- (a) on a balcony, anything other than a reasonable number of potted plants, to be contained in pots coloured terracotta, concrete, or black; and
  - (b) on a Private Roof Deck, anything other than a reasonable amount of patio furniture and accessories, a barbeque, a reasonable amount of garden equipment, a reasonable number of planter boxes or containers, and a reasonable number of potted plants, to be contained in pots coloured terracotta, concrete, or black

unless the resident or visitor has obtained the prior written approval of the council. Approval given by the council under this bylaw may be revoked on fourteen (14) days' notice to the resident or visitor to whom the council gave approval.

21.17 A resident or visitor must not access or authorize access to any portion of the Main Roof Deck above strata lots 25, 26, 29, and 30 unless:

- (a) the access is solely for the purpose of cleaning a skylight; and
- (b) the resident or visitor has obtained the prior written authorization of the council.

The council may require as a condition of its authorization given under this bylaw 21.17 that the resident or visitor (or both) agree, in writing to such terms and conditions as a majority of the council in its sole discretion may consider reasonable. An authorization given by the council under this bylaw 21.17 may be revoked on fourteen (14) days' notice to the resident or visitor to whom the council gave authorization.

## 22. Inform Strata Corporation

22.1 Within fourteen (14) days of becoming an owner, an owner must inform the Strata Corporation in writing of:

- (a) the owner's name, daytime telephone number, evening telephone number, and e-mail address (if any);
- (b) the strata lot number and suite number;
- (c) the name, daytime telephone number, and evening telephone number of the primary resident or tenant associated with the owner's strata lot (if not the owner);
- (d) the names, daytime telephone numbers, and evening telephone numbers of any other residents or tenants associated with the owner's strata lot;
- (e) the name, address, and telephone number of any property manager associated with the owner's strata lot;
- (f) the name, address, and telephone number of the company that monitors any security system associated with the owner's strata lot;
- (g) the owner's mailing address outside the strata plan (if any);
- (h) the address at which the strata council may give the owner notice (if not the address of the strata lot number and suite number identified under bylaw 22.1(b)); and
- (i) the name, telephone number, e-mail address of a person whom the Strata Corporation may contact in an emergency if the owner cannot be contacted.

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- 22.2 An owner must inform the Strata Corporation in writing of any change to the information provided under bylaw 22.1 within fourteen (14) days of the change.
- 22.3 On request by the Strata Corporation, a tenant must inform the Strata Corporation of the tenant's name and the strata lot that the tenant occupies.
- 22.4 Within fourteen (14) days of the commencement of a tenancy of a Commercial Strata Lot, the Commercial Owner concerned must inform the Strata Corporation in writing of the contact information for the Commercial Tenant or store manager and must within fourteen (14) days of the change inform the Strata Corporation in writing of any change in that contact information.
- 22.5 Within seven (7) days of a Commercial Owner issuing or receiving a notice of the end of a tenancy of a Commercial Strata Lot, the Commercial Owner concerned must give the Strata Corporation a copy of the notice and inform the Strata Corporation of the date on which the tenancy will end.

### **23. Commercial Strata Lots**

- 23.1 In respect of a Commercial Strata Lot, a Commercial Owner or Commercial Tenant must:
- (a) close for business no later than 11:00 p.m.;
  - (b) have no speakers located on the outside of the strata lot, or placed such that they can be heard outside the strata lot;
  - (c) provide adequate ventilation, insulation, and isolation of equipment so as not to disturb the residences above;
  - (d) comply with all applicable bylaws, regulations, and legislation (including, without limitation, all applicable zoning and noise control bylaws);
  - (e) not operate a Restaurant – Class 2;
  - (f) not operate a cabaret;
  - (g) not operate a nightclub;
  - (h) not operate an adult entertainment store; and
  - (i) not operate any offensive trade as defined by the *Health Act*, R.S.B.C. 1996, c. 179.
- 23.2 If a Commercial Owner or a Commercial Tenant contravenes bylaw 23.1, the Strata Corporation may, after issuing an initial warning letter, levy against the Commercial Owner concerned a fine of \$200.00 for each contravention and such further fines as may be levied under bylaw 31.1.

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

24.1 An owner must obtain the written approval of the council before making or authorizing an alteration (including, without limitation, a removal or an addition) to a strata lot that involves:

- (a) the structure of the building;
- (b) the exterior of the building, including (without limitation):
  - (i) painting wood, ironwork, brick, concrete, Plexiglas, or awnings; and
  - (ii) attaching, placing, or locating on the outside of the building or the common property (including, without limitation, on a window, balcony, the Main Roof Deck, or a Private Roof Deck) any antenna, satellite dish, supplementary heating system, air conditioning device, smoke stack, awning, enclosure, retaining wall, canopy, shade, or screen;
- (c) chimneys, stairs, balconies, or other things attached to the exterior of the building;
- (d) doors, windows (including, without limitation, security bars in windows), or skylights on the exterior of the building or that front on the common property;
- (e) fences, railings, gates, or similar structures that enclose a balcony or any portion of the common property;
- (f) the common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot that the Strata Corporation must insure under section 149 of the Act;
- (h) the plumbing, wiring, or piping in a strata lot or elsewhere in the building; or
- (i) removing or altering a previously approved alteration.

24.2 A Residential Tenant must receive prior written approval from both the council and the Residential Owner of the Residential Strata Lot concerned in respect of:

- (a) any renovations to interior items visible from the building exterior (including, without limitation, security bars, signage, lighting, and ventilation); and
- (b) any of the alterations set out in bylaw 24.1.

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- 24.3 A Commercial Tenant must receive prior written approval from both the council and the Commercial Owner of the Commercial Strata Lot concerned in respect of:
- (a) any renovations to interior items visible from the building exterior (including, without limitation, security bars, signage, lighting, and ventilation); and
  - (b) any of the alterations set out in bylaw 24.1.
- 24.4 An owner or tenant intending to apply to the council for permission to alter a strata lot must submit, in writing, detailed plans and a written description of the intended alteration.
- 24.5 The council must not unreasonably withhold its approval under bylaws 24.1, 24.2, and 24.3 but may require as a condition of its approval that the owner agree, in writing, to certain terms and conditions, including (without limitation):
- (a) that the alteration be done in accordance with the design or plans approved by the council or its duly authorized representatives;
  - (b) to give the council a schedule for the alteration, including the scheduled arrival of tradespersons or delivery of materials (if any);
  - (c) to take responsibility for any expenses relating to the alteration;
  - (d) to pay to the Strata Corporation before commencing the alteration a deposit of \$500.00:
    - (i) to be applied in respect of any damage suffered or any cost incurred by the Strata Corporation or any other resident or visitor in connection with the alteration, and the balance remaining (if any) to be refunded to the owner once the alteration is completed; or
    - (ii) to be refunded in full to the owner once the alteration is completed, if no damage is suffered and no cost is incurred by the Strata Corporation or any other resident or visitor in connection with the alteration;
  - (e) to indemnify and hold harmless the Strata Corporation for any damage suffered, any cost incurred, and any future costs incurred in connection with the alteration;
  - (f) to indemnify and hold harmless any other resident or visitor for any damage suffered or cost incurred by that resident or visitor as a result, directly or indirectly, of the alteration; and
  - (g) to provide at the owner's expense, or to permit the council to obtain at the owner's expense, specified professional supervision or inspection (or both) of the alteration, unless a permit, licence, or approval has already been issued in respect of the alteration by an appropriate governmental officer with a professional designation in the specified profession and a copy of the permit, licence, or approval has been given to the council.

24.6 An owner or tenant who, after the adoption of bylaws 24.1 to 24.5 (inclusive), alters a strata lot without adhering strictly to these bylaws must restore, at the owner's or tenant's sole expense, the strata lot to its condition before the alteration. If the owner or tenant refuses or neglects to restore the strata lot to its original condition, the Strata Corporation or the council may with forty-eight (48) hours' notice conduct the restoration, at the expense of:

- (a) the owner from time to time of the strata lot receiving the benefit of the alteration; or
- (b) the owner from time to time of the strata lot associated with the tenant who made or authorized the alteration,

who must reimburse the Strata Corporation for that expense within fourteen (14) days of a demand for reimbursement by the Strata Corporation.

**25. Obtain approval before altering the common property**

25.1 An owner must obtain the written approval of the council before making or authorizing an alteration to the common property, including (without limitation) the replacement of a hot tub that was located on the common property before 27 October 2001.

25.2 An owner, as part of an application to the council for permission to alter the common property, must:

- (a) submit, in writing, detailed plans and description of the intended alteration; and
- (b) obtain all applicable permits, licences, and approvals from the appropriate governmental authorities and give copies of them to the council.

25.3 A Commercial Tenant must receive prior written approval from both the council and the owner of the Commercial Strata Lot concerned in respect of:

- (a) an alteration to the common property; and
- (b) any signage affixed to the building exterior.

25.4 The council may require, as a condition of its approval, that the owner or Commercial Tenant agree, in writing, to certain terms and conditions, including (without limitation):

- (a) that the owner or Commercial Tenant (or both) enter into an assumption of liability agreement with the Strata Corporation;
- (b) that the alteration be done in accordance with the design or plans approved by the council or its duly authorized representatives;
- (c) to give the council a schedule for the alteration, including the scheduled arrival of tradespersons or delivery of materials (if any);

- (d) that the standard of work and materials be not less than that of the existing structures;
- (e) that all work and materials necessary for the alteration be at the sole expense of the owner or Commercial Tenant;
- (f) that the owner or Commercial Tenant obtain insurance that, in the sole discretion of a majority of the council, is appropriate for the alteration;
- (g) to be in attendance for all work performed in respect of the alteration;
- (h) to provide at the owner's or the Commercial Tenant's expense, or to permit the council to obtain at the owner's or the Commercial Tenant's expense, specified professional supervision or inspection (or both) of the alteration, unless a permit, licence, or approval has already been issued in respect of the alteration by an appropriate governmental officer with a professional designation in the specified profession and a copy of the permit, licence, or approval has been given to the council;
- (i) that the owner from time to time of the strata lot receiving the benefit of an alteration to the common property must, for so long as that owner remains an owner, be responsible for all present and future maintenance, repairs, replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alteration to the common property;
- (j) that the owner and any subsequent owner on title who receives the benefit of an alteration to the common property must, with respect only to claims or demands arising during the time that that person was the owner, indemnify and hold harmless any other owner for any damage suffered or cost incurred by that owner as a result, directly or indirectly, of the alteration to the common property; and
- (k) that the owner and any subsequent owner on title who receives the benefit of an alteration to the common property must, with respect only to claims or demands arising during the time that that person was the 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 or the council 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 may be charged to that owner, who must reimburse the Strata Corporation for the said costs or expenses incurred within fourteen (14) days of a demand for reimbursement by the Strata Corporation.



- 25.5 The council must not approve the affixing of signage to the building exterior pursuant to bylaw 25.3 unless the proposed signage:
- (a) will conform with applicable zoning bylaws of the City of Vancouver; and
  - (b) is, in the sole discretion of a majority of the council:
    - (i) in good taste; and
    - (ii) in keeping with the character of the building,such discretion not to be exercised unreasonably.
- 25.6 An owner who has altered the common property before the passage of these bylaws is subject to the content and intent of these bylaws to the extent that any damages suffered or costs incurred by the Strata Corporation or the council as a result, directly or indirectly, of the alteration will be borne by the owner who has benefited from the alteration.
- 25.7 An owner or a Commercial Tenant who, after the adoption of bylaws 25.1 to 25.5 (inclusive), alters the common property without adhering strictly to these bylaws must restore, at the owner's or Commercial Tenant's sole expense, the common property to its condition before the alteration. If the owner or Commercial Tenant refuses or neglects to restore the common property to its original condition, the Strata Corporation or the council may with forty-eight (48) hours' notice conduct the restoration, at the expense of:
- (a) the owner from time to time of the strata lot receiving the benefit of the alteration; or
  - (b) the Commercial Owner from time to time of the Commercial Strata Lot associated with the Commercial Tenant who made or authorized the alteration,
- who must reimburse the Strata Corporation for that expense within fourteen (14) days of a demand for reimbursement by the Strata Corporation.
- 25.8 If an owner or a Commercial Tenant who, after the adoption of bylaws 25.1 to 25.5 (inclusive), refuses or neglects to maintain and repair any alteration by that owner or Commercial Tenant to the common property, the Strata Corporation or the council may with forty-eight (48) hours' notice conduct the maintenance and repair, at the expense of:
- (a) the owner from time to time of the strata lot receiving the benefit of the alteration; or
  - (b) the Commercial Owner from time to time of the Commercial Strata Lot associated with the Commercial Tenant who made or authorized the alteration,
- who must reimburse the Strata Corporation for that expense within fourteen (14) days of a demand for reimbursement by the Strata Corporation.

25.9 A resident must not:

- (a) locate, place, or install a hot tub on the common property; or
- (b) replace a hot tub that was located on the common property before 27 October 2001 except in accordance with bylaw 25.1.

**26. Alterations to a strata lot or the common property**

26.1 A resident or Commercial Tenant who alters a strata lot or the common property must comply with any term or condition to which the resident or Commercial Tenant has agreed under bylaw 24.5 or 25.4.

26.2 A resident or Commercial Tenant must not use any tradesperson who is not licensed and bonded in respect of an alteration to the common property.

26.3 A resident or Commercial Tenant who alters a strata lot or the common property must ensure that:

- (a) the council is given at least forty-eight (48) hours' written notice before work on the alterations begins;
- (b) the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays and Sundays;
- (c) no construction debris, materials, or packaging is deposited in the Strata Corporation's disposal containers.
- (d) the elevator is protected with proper wall pads and floor coverings if any construction materials are transported in the elevator;
- (e) drop sheets and such other protection as is necessary are installed and removed daily to protect the common property from any damage, spillage, and dripping; and
- (f) stairs, lobbies, and paths are regularly cleaned (and, upon the request of the council, vacuumed) and the residential corridor is thoroughly vacuumed daily.

26.4 A resident or Commercial Tenant who wishes to have work to alter a strata lot or the common property performed on a statutory holiday must apply in writing to the council for permission at least five (5) business days before the statutory holiday in question.

26.5 A resident or Commercial Tenant who contravenes bylaws 26.1 to 26.4 (inclusive) may be subject to a fine of \$200.00 for each such contravention and such further fines as may be levied under bylaw 31.1 and is additionally responsible for any costs of cleaning or repair.

**27. Permit entry to strata lot**

27.1 A resident or visitor must allow a person authorized by the Strata Corporation to enter the strata lot or the limited common property associated with that resident or visitor:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
- (b) on forty-eight (48) hours' written notice to the resident or visitor:
  - (i) to inspect, repair, renew, replace, or maintain the common property and any portions of a strata lot that are the responsibility of the Strata Corporation to repair, replace, renew, and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
  - (ii) to ensure a resident's or visitor's compliance with the Act and these bylaws

at a time that will avoid unreasonable disruption to the resident or visitor associated with the strata lot or the common property concerned.

27.2 The notice referred to in bylaw 27.1(b) must include the date and approximate time of entry, and the reason for entry.

27.3 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot and the emergency contact designated by that owner under bylaw 22.1, the Strata Corporation may hold the owner responsible for:

- (a) all costs of forced entry incurred by the Strata Corporation; and
- (b) all maintenance, repair, and replacement costs that the Strata Corporation incurs and that would otherwise be the responsibility of the owner of that strata lot, but only to the extent that such costs are not met by the proceeds of insurance carried by the Strata Corporation.

27.4 If the Strata Corporation is required to inspect, repair, renew, replace, or maintain a strata lot or the limited common property under bylaw 27.1(b)(i), the Strata Corporation and its agents must:

- (a) carry out any work or repairs in a proper and workmanlike manner;
- (b) indemnify the owner of the strata lot for the cost of any damage to the strata lot or the limited common property caused by such work; and
- (c) restore the strata lot and the limited common property to their former condition, leaving the strata lot and the limited common property clean and free from debris.

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**DIVISION 3 – POWERS AND DUTIES OF STRATA CORPORATION****28. Repair and maintenance of property by Strata Corporation**

28.1 The Strata Corporation must repair and maintain:

- (a) common assets of the Strata Corporation;
- (b) common property that has not been designated as limited common property;
- (c) the 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 the building;
    - B. the exterior of the building;
    - C. chimneys, stairs, balconies, and other things attached to the exterior of the building;
    - D. doors, windows, and skylights (including the casings, the frames, and the sills of such doors, windows, and skylights) on the exterior of the building or that front on the common property; and
    - E. fences, railings, and similar structures that enclose balconies, the Main Roof Deck, or Private Roof Decks; and
- (d) a strata lot, but the duty to repair and maintain it is restricted to:
  - (i) the structure of the building;
  - (ii) the exterior of the building;
  - (iii) chimneys, stairs, balconies, and other things attached to the exterior of the building;
  - (iv) doors, windows, and skylights (including the casings, the frames, and the sills of such doors, windows, and skylights) on the exterior of the building or that front on the common property; and
  - (v) fences, railings, and similar structures that enclose balconies, the Main Roof Deck, or Private Roof Decks.

**29. Insuring against major perils**

29.1 The Strata Corporation must insure against major perils, as set out in regulation 9.1(2), including (without limitation) earthquakes.

**30. Fines**

30.1 Unless otherwise provided for in these bylaws, the Strata Corporation may fine a resident:

- (a) \$200.00 for each contravention of a bylaw; and
- (b) \$50.00 for each contravention of a rule.

30.2 Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the Strata Corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within fifteen (15) days after the date such money becomes due, the Strata Corporation may:

- (a) after giving the owner or tenant notice of the default; and
- (b) after providing the owner or tenant with a reasonable opportunity to answer the allegation of default (including a hearing, if requested)

assess a fine of \$10.00 against the owner or tenant, and if such default continues for a further 15 days assess an additional fine of \$25.00 against the owner or tenant, and assess an additional fine of \$25.00 against the owner or tenant for each additional month until, in the sole discretion of a majority of the council, the default no longer continues.

30.3 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses on a full indemnity basis, interest charges, and any other expenses incurred by the Strata Corporation or the council to enforce:

- (a) these bylaws (as they may be amended from time to time); or
- (b) any rule that may be established from time to time by the council pursuant to the Act or these bylaws,

will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following.

30.4 If money becomes owing to the Strata Corporation as provided for in the Act, these bylaws, or the rules in respect of a strata lot after the date of any certificate of payment issued by the Strata Corporation in respect of that strata lot pursuant to section 115 of the *Strata Property Act* or otherwise and remains owing at the time of completion of the strata lot's sale, the owner and purchaser of the strata lot are jointly and severally obligated and liable to the Strata Corporation in respect of that money.

**31. Continuing contravention**

31.1 Unless otherwise provided for in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven (7) days, a further fine may be levied every seven (7) days until the council in its sole discretion determines that the contravention no longer continues.

**32. Fiscal year**

32.1 The fiscal year for the Strata Corporation will run from September 1 to August 31.

**DIVISION 4 – COUNCIL**

**33. Council size**

33.1 The council must be elected by and from among the owners and their spouses and must have at least three (3) and not more than seven (7) members.

33.2 At any election of the council, each person entitled to vote may vote for as many nominees as there are vacancies to be filled on the council.

**34. Council eligibility**

34.1 An owner is eligible for election to and nomination for the council if the owner has attained the age of nineteen (19).

34.2 If a strata lot has more than one owner, only one (1) such owner may stand for the council or continue to be on the council with respect to a strata lot at one time.

34.3 The spouse of an owner is eligible for election to and nomination for the council if the spouse has attained the age of nineteen (19).

34.4 No person may stand for the council or continue to be on the council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

**35. Council members' terms**

35.1 The membership on council of a council member ends at the earlier of:

(a) the date on which the council member is removed from the council, resigns from the council, or is replaced; and

(b) the end of the annual general meeting at which the new council is elected.

35.2 A person whose membership on council ends under bylaw 35.1 is eligible for election or re-election.

**36. Removal of council member**

36.1 The Strata Corporation may, by a resolution passed by a three-quarters (3/4) vote at an annual or special general meeting, remove one or more council members before the member's or members' term of membership expires. The Strata Corporation must pass a separate resolution for each council member to be removed. In this bylaw 36.1, a three-quarters (3/4) vote means a vote in favour of a resolution by at least three-quarters (3/4) of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

36.2 After the Strata Corporation removes a council member under bylaw 36.1:

(a) the Strata Corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of that member's term of membership; or

(b) if no election is held under bylaw 36.2(a), the remaining members of the council may appoint a replacement council member for the remainder of the term.

36.3 The council may appoint a replacement council member under bylaw 36.2(b) even if the absence of the member or members being replaced leaves the council without a quorum.

36.4 If the Strata Corporation removes all of the council members, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of those members' term of membership up to, at least, the minimum number of council members required by bylaw 33.1 for the remainder of the term.

36.5 A replacement council member elected or appointed under bylaws 36.2 or 36.4 may be elected or appointed from any person eligible to sit on the council.

**37. Resignation of council member**

37.1 A council member may resign from the council by giving the Strata Corporation notice of resignation.

37.2 A council member is deemed to resign from the council if the council member:

(a) becomes bankrupt under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, or any enactment passed in substitution for it;

(b) is more than thirty (30) days in arrears in payment of any contribution that these bylaws require the council member to make;

(c) becomes of unsound mind or mentally incompetent, or is the subject of a declaration of incapacity made under the *Patients Property Act*, R.S.B.C. 1996, c. 349, or any enactment passed in substitution for it;

- (d) is convicted of an indictable offence;
- (e) is absent in person from three (3) consecutive meetings of the council without permission of the council and it is resolved at the next meeting of the council that the council member be deemed to have resigned; or
- (f) ceases to be an owner (or be the spouse of an owner).

37.3 If a council member resigns from the council, the remaining members of the council may appoint a replacement council member for the remainder of the resigned member's term of membership.

37.4 The council may appoint a replacement council member under bylaw 37.3 even if the absence of the member being replaced leaves the council without a quorum.

37.5 If all of the members of the council resign, persons holding at least twenty-five per cent (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.

37.6 A replacement council member elected or appointed under bylaws 37.3 or 37.5 may be elected or appointed from any person eligible to sit on the council.

### **38. Officers**

38.1 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, each of whom will hold that office until the end of his or her term of office or until he or she is removed from office under bylaw 38.4.

38.2 A person may hold more than one (1) office at a time, other than the offices of president and vice president.

38.3 The vice president has the powers and duties of the president:

- (a) while the president is absent or is unwilling or unable to act;
- (b) if the president is removed; or
- (c) for the remainder of the president's term if the president ceases to hold office.

38.4 The council may vote to remove an officer.

38.5 If an officer other than the president is removed under bylaw 38.4, or if the membership on council of an officer other than the president ends under bylaw 35.1, the council members may elect a replacement officer from among themselves for the remainder of the term.



**39. Calling council meetings**

- 39.1 Any council member may call a council meeting by giving the other council members at least seven (7) days' notice of the meeting, specifying the reason for calling the meeting.
- 39.2 Notice issued under bylaw 39.1 need not be in writing.
- 39.3 A council meeting may be held on less than seven (7) days' 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.
- 39.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

**40. Requisition of council hearing**

- 40.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.
- 40.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 40.1, the council must hold a meeting to hear the applicant within thirty (30) days of the date of receipt by the council of the application.
- 40.3 If the purpose of the hearing is to seek a decision of the council, the council must:
- (a) give the applicant a written decision within seven (7) days of the date of the hearing; or
  - (b) request further information.

**41. Quorum of council**

- 41.1 A quorum of the council is:
- (a) two (2), if the council consists of three (3) or four (4) members;
  - (b) three (3), if the council consists of five (5) or six (6) members; or
  - (c) four (4), if the council consists of seven (7) members.

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

**42. Council meetings**

42.1 The council may meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it thinks fit.

42.2 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.

42.3 If a council meeting is held by electronic means, council members participating in the meeting are deemed to be present in person.

42.4 Owners and spouses of owners may attend council meetings as observers.

42.5 Despite bylaw 42.4, no observers may attend those portions of council meetings that deal with:

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

**43. Voting at council meetings**

43.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

43.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

43.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

**44. Council to circulate minutes to owners**

44.1 The council must circulate to owners the minutes of all council meetings within fourteen (14) days of the meeting, whether or not the minutes have been approved.

**45. Delegation of council's powers and duties**

45.1 Subject to bylaws 45.2, 45.3, and 45.4, the council may delegate some or all of its powers and duties to one (1) or more council members or persons who are not members of the council, and may at any time revoke a delegation.

- 45.2 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 bylaw 45.3.
- 45.3 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.
- 45.4 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 an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

#### **46. Spending restrictions**

- 46.1 A person must not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 46.2 The council must not (except in emergencies) authorize an expenditure of more than two thousand dollars (\$2,000.00) unless the expenditure is set out in the budget as approved by the owners, or is authorized by a special resolution of the Strata Corporation.
- 46.3 Despite bylaws 46.1 and 46.2, a council member may spend the Strata Corporation's money to repair or replace the common property if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

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

- 47.1 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.
- 47.2 Bylaw 47.1 does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

- 47.3 All acts done in good faith by the council are, even if it is later discovered that there was some defect in the appointment or continuance in office of a council member, as valid as if the council member had been duly appointed or had duly continued in office.

#### **DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS**

#### **48. Quorum of meeting**

- 48.1 If within thirty (30) minutes from the time appointed for an annual or special general meeting (the "Original Meeting Time") a quorum is not present:
- (a) the meeting will be terminated if the meeting was convened upon the requisition of members; and
  - (b) in any other case, the meeting will stand adjourned for a further thirty (30) minutes on the same day and at the same place. If within a further thirty (30) minutes from the time of the adjournment a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and at the Original Meeting Time but, if on the day to which the meeting is adjourned a quorum is not present within thirty (30) minutes from the time appointed for the meeting, the eligible voters, present in person or by proxy, constitute a quorum.
- 48.2 Bylaw 48.1 is an alternative to section 48(3) of the Act and does not apply to a meeting demanded pursuant to section 43 of the Act. Failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

#### **49. Person to chair meeting**

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

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

- 50.1 Subject to bylaw 50.3, all residents may attend annual and special general meetings, whether or not they are eligible to vote.
- 50.2 Persons who are not eligible to vote may not participate in the discussion at a meeting.
- 50.3 Residents who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

**51. Voting**

- 51.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 51.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 51.3 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 51.4 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot, or some other method.
- 51.5 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 51.6 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 51.7 Despite anything in bylaws 51.1 to 51.6 (inclusive), an election of the council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

**52. Electronic attendance at meetings**

- 52.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- 52.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

**53. Order of business**

- 53.1 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; and
- (n) terminate the meeting.

#### **DIVISION 6 – RESOLUTION OF DISPUTES**

#### **54. Voluntary dispute resolution**

54.1 A Dispute may be referred to a dispute resolution committee by a party to the Dispute if all the parties to the Dispute consent.

54.2 A dispute resolution committee consists of:

- (a) one (1) owner or tenant of the Strata Corporation nominated by each of the disputing parties and one (1) 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 to which all the disputing parties consent.

54.3 The dispute resolution committee must attempt to help the disputing parties to end the Dispute voluntarily.

#### **55. Arbitration**

55.1 The parties to a Dispute may refer the Dispute to arbitration in accordance with Division 4 of Part 10 of the Act.

**56. Authorization to proceed**

56.1 Pursuant to section 171 of the Act, the council, on behalf of the Strata Corporation, may commence a proceeding under the *Small Claims Act*, R.S.B.C. 1996, c. 430, without further authorization by the owners, to recover from an owner or other person money owing to the Strata Corporation for any reason, including:

- (a) money owing as administration fees, bank charges, fines, penalties, interest, or the costs, including legal costs assessed on a solicitor and own client full indemnity basis, of remedying a contravention of the bylaws or rules; and
- (b) the deductible portion of an insurance claim, if the person is responsible for the loss or damage that gave rise to the claim

and to recover money that the Strata Corporation is required to expend as a result of any act, omission, negligence, carelessness, or contravention of these bylaws by:

- (c) the owner; or
  - (d) the owner's visitors, occupants, guests, employees, agents, contractors, tenants, Permitted Pets, or a member of the owner's Family.
- 56.2 The council has full authority to continue, settle, or discontinue any proceeding commenced pursuant to bylaw 56.1.