

## BYLAWS

<b>Registered:</b>	<b>January 21, 2003</b>	<b>#BV022573</b>
<b>Amendments:</b>	<b>July 18, 2005</b>	<b>#BX161667</b>
	<b>June 30, 2008</b>	<b>#BB0682310</b>
	<b>June 24, 2009</b>	

**STRATA PLAN BCS 207  
SIENA OF PORTICO**

**STRATA CORPORATION BYLAWS  
BCS207**

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

**1. Payment of Strata Fees**

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. An owner must provide payment of strata fees by cheque or such other means as the managing agent may provide and at the place designated by the strata corporation or the managing agent.
- (2) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (3) Where an owner fails to pay any amount owing in accordance with bylaw 1.1, 1.2 or 2.3, the strata corporation may assess an interest charge of 10% per annum, compounded annually.
- (4) If an owner fails to pay outstanding strata fees, strata lot charges or special levies within 15 days after the due date for payment, then in addition to the interest charged on outstanding amounts due pursuant to these bylaws:
  - a. the owner will be assessed a fine of \$25.00;
  - b. if such default continues for a further 30 days or more, an additional fine of \$50.00 will be levied against and paid by the owner; and
  - c. for each additional month such default continues, an additional fine of \$50.00 will be levied against and paid by the owner.
  - d. If an owner fails to pay outstanding strata fees for more than 90 days after the due date for payment, then in addition to the interest charged pursuant to these bylaws and the fines payable pursuant to these bylaws, the strata corporation may lodge a lien against the owner's strata lot at the owner's expense.

**2. Repair and Maintenance of Property by Owner**

- (1) An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair, or replacement rendered necessary to the common property or to any strata lot by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family or the owner's guests, employees, agents or tenants, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of this Bylaw, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and shall be charged to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which such expense was incurred, and shall become due and payable on the date of payment of the monthly assessment.
- (2) Water Damage – In the event of any water damage to the building in excess of the deductible amount payable under the strata corporation's insurance policy which is caused by any of the following:
  - a. the perforation or piercing by the owner, or the owner's tenants, contractors, licensees or invitees, of the building envelope or any water line, sprinkler line, sewer line or other conduit of water or other liquid;
  - b. the overflow of sinks, bath tubs, toilets or other similar fixtures caused by the owner, tenants, licensees or invitees;

- c. the flooding, due to malfunctioning refrigerators, freezers, dishwashers, clothes washers or other similar appliances; or
- d. the failure of the owner, or the owner's tenants, licensees or invitees, to properly use or maintain plumbing and exhaust facilities, including, without limitation, failing to comply with sprinkler system guidelines, failing to clean dryer vents or failing to detach hoses from external hose bibs during the winter months.

The strata corporation will submit a claim under the strata corporation's insurance policy to recover the cost of repairing and restoring such damage. The owner of the strata lot from which the damage originated will be responsible for the cost of the insurance deductible payable to the strata corporation's insurers as well as any repair and restoration costs which are not covered by the strata corporation's insurers.

### 3. Use of Property

- (1) An owner shall indemnify and save harmless the Strata Corporation from the expense of An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - a. causes a nuisance or hazard to another person,
  - b. causes unreasonable noise,
  - c. unreasonable interferes with the right of other persons to use and enjoy the common property, common assets or another strata lot,
  - d. is illegal, or
  - e. is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
  - a. a reasonable number of fish or other small aquarium animals;
  - b. a reasonable number of small caged mammals,
  - c. up to 2 caged birds;
  - d. one dog or one cat.
- (5) Strata Lot Assigned Parking Stalls
  - a. An owner, tenant or occupant shall not use any space to park in the common/limited common property except the parking space, which has been specifically assigned to his/her Strata Lot.
  - b. An owner, tenant or occupant shall not park any vehicle in a manner, which reduces the width of the garage vehicle aisle or ramp of the common/limited common property.
  - c. A Strata Lot owner shall be the only person eligible to rent or lease a parking stall assigned to him/her and only to another Strata Lot owner or resident.
  - d. A Strata Lot owner shall not lease the parking space assigned to his/her Strata Lot to, or otherwise permit that parking space to be regularly used by, anyone who is not a resident of the building.
  - e. An owner, tenant or occupant shall not carry out any oil changes or major repairs to motor vehicles or other mechanical equipment in the assigned parking stalls or on common/limited common property.

- f. An owner, tenant or occupant shall be responsible for the immediate clean up of oil, gasoline or other vehicle fluid, which leaks from his/her vehicle. Failure to do so within seven (7) days of receipt of notice from the Property Manager, all costs associated therewith will be charged to the owner of the parking stall.
- g. An owner, tenant or occupant shall not use any parking stall or common/limited common property as a work area for carpentry, renovations, repairs or construction projects.
- h. An owner, tenant or occupant shall not store unlicensed, uninsured or inoperative vehicles or trailers in his/her assigned parking stall or on the common/limited common property.
- i. An owner, tenant or occupant, when not in residence and wishing to leave his/her unlicensed vehicle in the assigned parking stall, must provide notice to the Property Manager along with proof of third party liability insurance. The insurance documents must be clearly displayed inside the front or back window of the vehicle.
- j. An owner, tenant or occupant whose vehicle requires periodic or regular charging by a battery charger must limit the connection time to forty eight (48) hours per seven (7) day period. When the vehicle is not being charged, the charger shall be removed from the parking stall and stored.

**4. Inform Strata Corporation**

- (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

**5. Obtain Approval Before Altering a Strata Lot**

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - a. the structure of a building;
  - b. the exterior of a building;
  - c. chimneys, stairs, balconies or other things attached to the exterior of a building;
  - d. doors, windows or skylights [amendment SPAA s. 51(a)J on the exterior of a building, or that front on the common property;
  - e. fences, railings or similar structures that enclose a patio, balcony or yard;
  - f. common property located within the boundaries of a strata lot;
  - g. those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) The strata corporation requires, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions including, not exhaustively an indemnity agreement which shall determine terms, conditions, hours and penalties.
- (3) This section does not apply to a strata lot in a bare land strata plan.

**6. Obtain Approval Before Altering Common Property**

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

- (3) The strata corporation requires, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions including, not exhaustively an indemnity agreement which shall determine terms, conditions, hours and penalties.

**7. Permit Entry to Strata Lot**

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
  - a. in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - b. at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

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

**8. Repair and Maintenance of Property by Strata Corporation**

The strata corporation must repair and maintain all of the following:

- a. common assets of the strata corporation;
- b. common property that has not been designated as limited common property;
- c. limited common property, but the duty to repair and maintain it is restricted to
  - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (A) the structure of a building;
    - (B) the exterior of a building;
    - (C) chimneys, stairs, balconies and other things attached to the exterior of a building
    - (D) *doors, windows and skylights* [amendment SPAA s.51(c)] on the exterior of a building or that front on the common property;
    - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- d. a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
  - (i) the structure of a building,
  - (ii) the exterior of a building,
  - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
  - (iv) *doors, windows and skylights* [amendment SPAA s.51(c)] on the exterior of a building or that front on the common property,
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.

**Division 3 - Council**

**9. Council Size**

- (1) Subject to subsection (2), the council must have a least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

**10. Council Members' Terms**

- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected [amendment SPAA s.51 (c)].

**11. Council Eligibility**

- (1) The spouse of an owner may stand for council.
- (2) No person may stand for councilor, in the discretion of remaining members of council, continue to be on 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.
- (3) No person may stand for council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

**12. Removing Council Member**

- (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

**13. Replacing Council Member**

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

**14. Officers**

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

**15. Calling Council Meetings**

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

- (3) A council meeting may be held on less than one week's notice if
    - a. all council members consent in advance of the meeting, or
    - b. the meeting is required to deal with an emergency situation, and all council members either
      - (i) consent in advance of the meeting, or
      - (ii) are unavailable to provide consent after reasonable attempts to contact them.
  - (4) The council must inform owners about a council meeting as soon as feasible [amendment SPAA s.51 (e)] after the meeting has been called.
- 16. Requisition of Council Hearing**
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
  - (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month [amendment SPAA s.51 (f)]
  - (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.
- 17. Regulation 17 - Definition for section 15 of Standard Bylaws**
- For the purposes of section 15 of the Standard Bylaws, "hearing" means an opportunity to be heard in person at a council meeting.
- 18. Quorum of Council**
- (1) A quorum of the council is
    - a. if the council consists of one member,
    - b. 2, if the council consists of 2, 3 or 4 members,
    - c. 3, if the council consists of 5 or 6 members, and
    - d. 4, if the council consists of 7 members.
  - (2) Council members, must be present in person at the council meeting to be counted in establishing quorum.
- 19. Council Meetings**
- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
  - (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
  - (3) Owners may attend council meetings as observers.
  - (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
    - a. bylaw contravention hearings under section 135 of the Act;
    - b. rental restriction bylaw exemption hearings under section 144 of the Act;
    - c. any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- 20. Voting at Council Meetings**
- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
  - (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
  - (3) The results of all votes at a council meeting must be recorded in the council meeting minutes [amendment SPAA s.51 (g)].

**21. Council to Inform Owners of Minutes**

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

**22. Delegation of Council's Powers and Duties**

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

**23. Spending Restrictions**

- (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

**24. Limitation on Liability of Council Member**

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

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

**25. Maximum Fine**

- (1) The strata corporation may fine an owner or tenant a maximum of:
  - a. \$200.00 for each contravention of a bylaw; and
  - b. \$50.00 for each contravention of a rule.

**26. Continuing Contravention**

- (1) The council must levy fines, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.



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

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

### **27 Person to Chair Meeting**

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

### **28 Participation by Other than Eligible Voters**

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

### **29 Voting**

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if:
  - a. the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act; or
  - b. there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act or any other amounts assessed against the strata lot, pursuant to these bylaws.

### **30 Order of Business**

- (1) The order of business at annual and special general meetings is as follows:
  - i. certify proxies and corporate representatives and issue voting cards;
  - ii. determine that there is a quorum;

- iii. elect a person to chair the meeting, if necessary;
- iv. present to the meeting proof of notice of meeting or waiver of notice;
- v. approve the agenda;
- vi. approve minutes from the last annual or special general meeting;
- vii. deal with unfinished business;
- viii. 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;
- ix. ratify any new rules made by the strata corporation under section 125 of the Act;
- x. report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- xi. approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- xii. XII. deal with new business, including any matters about which notice has been given under section 45 of the Act;
- xiii. XIII. elect a council, if the meeting is an annual general meeting; XIV. terminate the meeting.

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

### **31 Voluntary Dispute Resolution**

- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
  - a. all the parties to the dispute consent, and
  - b. the dispute involves the Act, the regulations, the bylaws or the rules. (2)
- (2) A dispute resolution committee consists of
  - a. one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - b. any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **32 Strata Lot Rental or Lease**

- (1) **Grandfathering:** Notwithstanding anything to the contrary in **Section 32(2) and (3)**, there is no restriction on residential rentals for any of the following owners:
  - a. any owner who purchased his/her/its strata lot from the owner-developer, Bosa Development Corporation; or
  - b. any owner who rents a strata lot to a "family member", which is defined in the Regulations to the BC Strata Property Act to mean:
    - (i) a spouse of the owner,
    - (ii) a parent or child of the owner, or
    - (iii) a parent or child of the spouse of the owner,
 provided that "spouse of the owner" includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender; or

- c. any person who, as at May 31, 2008:
    - (i) is registered owner of the strata lot in the land title office; and
    - (ii) has rented to a residential tenant or has made available the strata lot for rental to a residential tenant;
 The "right to rent" under this Section 32 (I) (c) may not be sold or assigned to a subsequent owner: or
  - d. any other owner until June 15, 2009, being not less than one year after this bylaw **Section 32** was passed.
- (2) **Maximum Number of Rentals:** The number of strata lots which may be rented or leased by owners shall be not more than the greater of:
- a. 10 units, being less than 11% of all strata lots; or
  - b. the number of units rented pursuant to **Section 32 (1)**.
- (3) **Applying for Permission to Rent:**
- (i) An owner wishing to lease a strata lot must apply in writing to council for permission to rent before entering into a tenancy agreement.
  - (ii) If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated pursuant to **Section 32 (2)**, then council must refuse permission and notify the owner of the same in writing as soon as possible, stating that the number has been reached or exceeded, as the case may be, and placing the owner of the strata lot on the waiting list to be administered by the council, based on the date of the request for permission to rent.
  - (iii) If the number of strata lots leased at the time an owner applies for permission to lease has not reached the limit stated pursuant to **Section 32 (2)**, then council must grant permission and notify the owner of the same in writing as soon as possible.
  - (iv) An owner receiving permission to lease a strata lot must lease the strata lot within 90 days from the date of council's approval or the permission expires.
  - (v) If an owner, who has previously obtained permission to rent from council pursuant to **Section 32(3)**, has notified the strata corporation of any move-out by a tenant, the owner will have 90 days from the date of move-out to procure another tenant. Failure to do so will result in the termination of the strata council's permission to lease the strata lot.
  - (vii) Where an owner leases a strata lot in contravention of these bylaws, the owner shall be liable for a fine of \$200 per calendar month and the strata corporation shall take all necessary steps to terminate the lease, which may include an application for an injunction to enforce the bylaws. Any legal costs incurred by the strata corporation in respect of the contravening owner shall be paid by the contravening owner on a solicitor and own client basis.
- (4) **Exemption from Rental Restriction Bylaw due to Hardship:**
- (i) An owner may apply to the strata corporation for an exemption from the restrictions on rentals under Sections 32 (2) and (3) on the grounds that the bylaw causes hardship to the owner.
  - (ii) The application must be in writing and must state
    - (a) the reason the owner thinks an exemption should be made, and
    - (b) whether the owner wishes a hearing.
  - (iii) If the owner wishes a hearing, the strata corporation must hear the owner or the owner's agent within 3 weeks after the date the application is given to the strata corporation.

- (iv) An exemption is allowed if the strata corporation does not give its decision in writing to the owner
    - (a) within one week of the hearing, or
    - (b) if no hearing is requested, within 2 weeks after the application is given to the strata corporation.
  - (v) An exemption granted by the strata corporation may be for a limited time and shall be subject to review.
  - (vi) The strata corporation must not unreasonably refuse to grant an exemption.
- (5) **Provisions Applicable to All Residential Leases:**
- (i) No owner shall rent or lease their strata lot for a period of less than one year.
  - (ii) No subleasing is permitted.
  - (iii) All owners are responsible for their tenant's actions and any fines levied due to the tenant's non-compliance with the strata corporation's bylaws will be charged to the owner's account.
  - (iv) Prior to possession of a strata lot by any tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a notice of the tenant's responsibilities in Form K under the Strata Property Act.
  - (v) Prior to possession of a strata lot by any tenant, the owner must deliver to the management company Form K, signed by the tenant, together with a copy of the signed lease.
  - (vi) An owner must notify the strata corporation of any move-in and move-out by a tenant.
  - (vii) Any failure of an owner to comply with the provisions of this Section 32(5) will result in a fine of \$200 per month being assessed against the owner.

**33 Move in/Move out**

- a. An owner or tenant must notify the Property Manager of his/her intention or the intention of an occupant to move into or out of the Strata Lot at least seven (7) days prior to the move in order that moves can be scheduled in a coordinated manner and with respect for the residents' use of the elevator and common property.
- b. All moves shall occur between the hours of 9:00 a.m. and 7:00 p.m. only.
- c. Upon receipt of: 1) FORM K if a tenant is moving in, 2) copy of the lease agreement if a tenant is moving in, and 3) the moving fee, the Property Manager will confirm the date and time, make arrangements for hiring the security guard, and prepare and lock off of the elevator.
- d. Moving fees for non-owner move: A non-refundable moving fee of five hundred (\$500.00) dollars shall be charged to the owner in advance to cover both the move into and out of the building by their tenants to defray the costs to the Strata Corporation, which include, but are not limited to, inspection of the common areas before and after the move, administration, security access coding, the installation of elevator pads, issuance of the elevator control key, four (4) hours of security guard coverage.
  - di. Moving fees for resident owner move: A non-refundable moving fee of two hundred and fifty (\$250.00) dollars shall be charged to the owner in advance to cover the move into the building and a moving fee of two hundred and fifty (\$250.00) upon moving out to defray the costs to the Strata Corporation, which include, but are not limited to, inspection of the common areas before and after the move, administration, security access coding, the installation of elevator pads, issuance of the elevator control key, four (4) hours of security guard coverage.
  - dii. If the moves take longer than four (4) hours, the owner shall be charged for the additional cost of the security guard
- e. Clause b. above applies to the moving of large furniture or major appliances to or from the Strata Lot. Notice of two (2) days of the date and time of the delivery must be given to the Property Manager.

- f. Clauses a., b., c., and di., dii., apply to moves from one Strata Lot to another Strata Lot within the building. The moving fee will be reduced by the cost of the security guard.
- g. In order for none of the above points to apply to moves from the Town Houses, the owner or tenant must remove possessions from their unit garages and lockers through their units or make arrangements with the Property Manager to move through the tower exits for which moving fees will apply.
- h. Violation of this Bylaw will result in a fine of two hundred (\$200.00) dollars to the owner of the Strata Lot, in addition to the moving fee.

**34 Strata Lot Types**

For the purposes of allocating common expenses among the strata lots, strata lots I to 14 and 17 shall be considered to be a different unit type than strata lots 15, 16, 18 to 92.

**35 Roof Deck**

Unless otherwise approved by the council, the roof deck on the top of the tower building must not be used for any purpose other than for access by window washers or mechanical, electrical or other maintenance staff.

