



STRATA PLAN NW 3355 THE METROPOLITAN

BYLAWS

**STRATA PLAN NW3355
THE METROPOLITAN BYLAWS**

Amendments:

Registration	December 28, 2001	BR351424
Registration	July 15, 2013	CA3234826
Registration	August 13, 2020	CA8360155
Registration	December 7, 2021	CA9562846
Registration	August 10, 2023	CB816126

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Strata Plan NW 3355
BYLAWS**

Definitions

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the “**Act**”). For the purposes of these bylaws:

- (a) “**alteration**” includes, but is not limited to, the replacement of an existing item, whether or not the replacement is identical to the item being replaced, the affixing of an item to a wall, floor, or ceiling, such as a nail or other similar material, and the placing of an item that is kept in place by its own weight, even if such item can be removed without damage to a strata lot, the common property, limited common property, or a common asset;
- (b) “**common property**” includes, but is not limited to, limited common property, unless specifically stated to be otherwise in these bylaws;
- (c) “**residents**” means collectively, owners, tenants, and occupants and “**a resident**” means collectively, an owner, a tenant, and an occupant;
- (d) “**strata council**” means council as required under the Act;
- (e) “**strata insurance**” means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

DUTIES OF RESIDENTS AND VISITORS

1. Compliance with bylaws and rules

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

2. Payment of strata fees and special levies

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$25.00 for each contravention of bylaw 2.1.
- 2.3 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

- 2.4 Failure to pay a special levy on the due date will result in a fine of \$25.00 for each contravention of bylaw 2.3.

3. Repair and maintenance of property by owner

- 3.1 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. In addition to and without limiting this bylaw 3.1 an owner must:
- (a) repair and maintain anything located within the owner's strata lot, except for common property or anything that is otherwise the responsibility of the strata corporation to repair and maintain under these bylaws; and
 - (b) not allow a strata lot to become unsanitary or untidy
- 3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 3.3 Despite bylaw 11.1(c) and without limiting bylaw 3.2, an owner who has the use of a balcony, patio or terrace that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such balcony, patio or terrace (including the cleaning of the surface of the balcony, patio or terrace and associated railings, as well as the removal of debris from any associated drains).

4. Use of property

- 4.1 A resident 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 (sound or noise that can be heard outside of the strata lot shall be deemed to be too loud),
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, or another strata lot,
 - (d) is illegal or otherwise contrary to any provisions, rules, regulations or ordinances of any statute or municipal bylaw, whether federal, provincial, or municipal, 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.
- 4.2 A resident 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.
- 4.3 Without limiting bylaw 39, an owner is responsible for any damage caused by occupants, tenants, or visitors to the owner's strata lot. *(Amended at AGM 2023-07-11)*

- 4.4 Within two (2) weeks of becoming a resident of a strata lot, the resident must provide the strata corporation with a completed Owner/Tenant Information Form to include their name, telephone number, email address, and emergency contact. *(amended at AGM-2023-07-11)*
- 4.5 A *strata* lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites, Corporate Stays or through companies that advertise this type of accommodation. For the purposes of this bylaw 4.4, short-term accommodation refers to stays of less than thirty (30) days. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot for accommodation purposes for a period of less than thirty (30) days. Any breach of this bylaw 4.4 is subject to a fine of up to \$1,000 per day.

5. Pets and animals

[NOTE TO READER: The pet restrictions set out in bylaws 5.1, 5.2, 5.3 and 5.4 were first approved by the owners at the general meeting held on December 20, 2001 and were filed in the Land Title Office under registration no. BR351424 on December 28, 2001. These bylaws have not been repealed or replaced since then and are amended only for the purposes of these bylaws.]

- 5.1 A resident or visitor must not keep any pets within a strata lot or on common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 The keeping of pets in a strata lot is limited to 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) two dogs or two cats or one dog and one cat.
- 5.3 No dogs over 25 pounds or over 14" high (measured from dog's shoulder to ground at maturity) are permitted to be kept within a strata lot or on common property.
- 5.4 Exotic pets such as snakes; reptiles; rodents; ferrets; large exotic, noisy birds; spiders and large insects or large members of the cat family are not permitted to be kept within a strata lot or on any common property, including limited common property.
- 5.5 A resident must apply to the council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the council within 30 days of the pet residing within a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.

- 5.6 A resident must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time on common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.
- 5.7 A resident must not keep a Permitted Pet which is a nuisance within a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 5.8 If a resident contravenes bylaw 5.7, the owner of the strata lot will be subject to a fine of \$50.00 for each contravention.
- 5.9 Notwithstanding bylaw 5.8, a resident whose pet contravenes bylaw 5.7 will be subject to an immediate injunction application and the owner of the applicable strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 5.10 A pet owner must ensure that a Permitted Pet is kept quiet, controlled, and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 5.11 A pet owner must keep a Permitted Pet only within a strata lot, except for ingress and egress, and the resident or visitor must carry the Permitted Pet when the Permitted Pet is in the interior of the building, including the elevator, if any.
- 5.12 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.13 A resident or visitor must not feed birds, rodents, or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- 5.14 A visitor's pet is not permitted anywhere within the boundaries of Strata Plan NW 3355, including within a strata lot.
- 5.15 A resident who contravenes any of bylaws 5.1 to 5.6 (inclusive) or 5.10 to 5.14 (inclusive) will be subject to a \$50.00 fine for each contravention.

6. Inform strata corporation

- 6.1 An owner must notify the strata corporation of:
- (a) the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any, within two weeks of becoming an owner;

- (b) a tenant's name and the names of the persons occupying the strata lot with the tenant within 2 weeks of the tenancy commencing; and
 - (c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such changes occurring.
- 6.2 On request by the strata corporation, a resident or visitor must inform the strata corporation of the resident's or visitor's name and the strata lot which the resident occupies or the visitor is visiting
- 7. Approval for alterations to a strata lot, limited common property or common property**
- 7.1 An owner must obtain the written approval of the strata corporation before making or authorizing:
 - (a) an alteration to a strata lot that involves any of the following:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) patios, chimneys, stairs, balconies, or other things attached to the exterior of a building;
 - (iv) doors, windows, or skylights on the exterior of a building, or that front on the common property;
 - (v) fences, railings, or similar structures that enclose a patio, balcony, or yard;
 - (vi) common property located within the boundaries of a strata lot;
 - (vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - (viii) wiring, plumbing, piping, heating, air conditioning, heat pumps, and other services; *(amended at AGM 2023-07-11)*
 - (ix) installation or removal of a wall or walls, whether structural or not; and
 - (b) any alteration to common property, including limited common property, or to common assets
- 7.2 The strata corporation may require as part of an application for approval of any alteration under bylaw 7.1 that an owner must:
 - (a) submit, in writing, detailed plans and description of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and

- (c) determine whether the Workers Compensation Act, Occupational Health and Safety Regulation and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions).
- 7.3 The strata corporation may require, as a condition of its approval under bylaw 7.1, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to a strata lot, common property, limited common property or common assets;
 - (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its strata council members, employees, and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation;
 - (f) that alterations be done by a qualified tradesperson(s) who is/are licensed, insured and in good standing with WorkSafe BC.
- 7.4 An owner who has altered a strata lot, common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 7.5 An owner who has altered a strata lot, common property, limited common property or common assets will indemnify and hold harmless the strata corporation, its strata council members, employees, and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the Workers Compensation Act,

Occupational Health and Safety Regulation and/or related regulations that apply or applied to or had or have any impact on the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner who has altered a strata lot, common property, limited common property or common assets and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.

- 7.6 If, subsequent to the passage of bylaws 7.1 to 7.5 inclusive, an owner alters a strata lot, common property, limited common property, or common assets without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property, limited common property, or common assets back to its original condition following a demand by the strata corporation pursuant to this bylaw 7.6, the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property, or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw 7.6, the cost of such restoration will become due and payable on or before the first day of the month next following the date on which the cost was incurred.
- 7.7 The strata corporation will not be responsible for repairing, restoring, or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.

8. Hard Surface Flooring

- 8.1 For the purposes of these bylaws, "hard surface flooring" includes porcelain, ceramic, marble, slate, quarry, limestone, travertine, glass, granite, stone, bamboo, cork, hardwood, laminate, resilient flooring, linoleum, vinyl, or other similar materials.
- 8.2 An owner must, in accordance with bylaw 7, apply in writing to the strata council for written approval to install hard surface flooring in a strata lot, prior to the commencement of the installation. Approval will not be unreasonably withheld.
- 8.3 If approved and a replacement floor is a hardwood floor, it must be a "floating floor" and must be installed on a resilient subfloor.
- 8.4 Despite any grant of approval for installation by the council, the replacement floor must not in any way increase the transmission of noise from the strata lot in which the flooring has been replaced to any adjoining strata lots.

8.5 Violation of any of bylaws 8.2, 8.3 or 8.4 will result in the owner of the strata lot being directed to remove said replacement flooring, and to replace it with the original type of flooring within a specified time.

8.6 An owner in contravention of bylaw 8.5 will be subject to a fine of \$100.00 per month for each month the strata lot is in violation.

9. Conduct of Alterations

9.1 An owner must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed, insured and in good standing with WorkSafe BC.

9.2 A resident or visitor must not deposit or permit to be deposited, any construction debris, materials, or packaging in the strata corporation's disposal containers.

9.3 An owner must ensure when any delivery of any construction materials are transported to the strata lot, that the elevator is protected with proper wall pads and the lobby floor is protected with a mat running from the entrance door to the elevator.

9.4 A resident must ensure:

(a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and

(b) stairs, lobbies, and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily;

9.5 An owner must ensure that 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. For certainty, renovations/alterations are not permitted on Sundays or statutory holidays.

9.6 An owner must be in attendance for all significant renovations/alterations, the determination of significant shall be in the discretion of the council.

9.7 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially, and otherwise, for ensuring that any and all required permits and licences are obtained.

9.8 An owner in contravention of any of bylaws 9.1 to 9.7 (inclusive) will be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

10. Permit entry to strata lot

10.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;

(b) at a reasonable time, on 48 hours' written notice,

- (i) to inspect, repair, renew, replace, or maintain common property, common assets 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 compliance with the Act, bylaws, and rules.
- 10.2 If access to a strata lot is not provided in accordance with bylaw 10.1, the owner will be responsible for:
 - (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, and requires access to the strata lot due to an emergency;
 - (b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.
- 10.3 The notice referred to in bylaw 10.1(b) must include the date and approximate time of entry, and the reason for entry.

POWERS AND DUTIES OF STRATA CORPORATION

11. Repair and maintenance of property by strata corporation

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

- (i) the structure of a building,
- (ii) the exterior of a building,
- (iii) doors, windows, and skylights on the exterior of a building or that front on common property.

COUNCIL

12. Council size

- 12.1 The council must have at least 3 and not more than 7 members.

13. Council eligibility

- 13.1 No person may stand for council or, 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.

14. Council members' terms

- 14.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 14.2 A person whose term as council member is ending is eligible for re-election.

15. Removing council member

- 15.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed. For the purposes of this bylaw 15.1, a two-thirds (2/3) vote means a vote in favour of a resolution by at least two-thirds (2/3) 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.
- 15.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or, if the strata corporation does not hold such an election to replace the strata council member so removed, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 15.3 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 the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.

16. Replacing council member

- 16.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.

- 16.2 The council may appoint a council member under bylaw 16.1 even if the absence of the member being replaced leaves the council without a quorum.16.3 If all the members of the council resign or are unwilling or unable to act, persons holding at least 20% 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.

17. Officers

- 17.1 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, a treasurer, and a privacy officer.
- 17.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 17.3 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.
- 17.4 The strata council may vote to remove an officer.
- 17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

18. Calling council meetings

- 18.1 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.
- 18.2 The notice in bylaw 18.1 does not have to be in writing.
- 18.3 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.

19. Quorum of council

- 19.1 A quorum of the council is

- (a) 2, if the council consists of 3 or 4 members,
- (b) 3, if the council consists of 5 or 6 members, and
- (c) 4, if the council consists of 7 members.

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

20. Council meetings

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

20.2 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.

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

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

20.5 Despite bylaw 20.4, 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.

21. Voting at council meetings

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

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

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

22. Council to inform owners of minutes

22.1 The council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

23. Delegation of council's powers and duties

23.1 Subject to bylaws 23.2, 23.3 and 23.4, 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.23.2 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 23.3.

23.2 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.

23.3 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,
- (c) whether a person should be denied access to a recreational facility, or
- (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

24. Spending restrictions

24.1 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.

25. Limitation on liability of council member

25.1 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.

25.2 Bylaw 25.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

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

ENFORCEMENT OF BYLAWS AND RULES

26. Fines

26.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:

- (a) \$200.00 for each contravention of a bylaw, and
 - (b) \$50.00 for each contravention of a rule.
- 26.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines 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.
- 27. Continuing contravention**
 - 27.1 Except where specifically stated to be otherwise 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 7 days, a fine may be imposed every 7 days.

ANNUAL AND SPECIAL GENERAL MEETINGS

28. Quorum of meeting

- 28.1 If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 28.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

29. Person to chair meeting

- 29.1 Annual and special general meetings must be chaired by the president of the council.
- 29.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 29.3 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, eligible to vote, who are present at the meeting.

30. Electronic General Meetings

- 30.1 The strata corporation may provide for attendance at an annual or special general meeting by telephone or any other electronic method if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the strata corporation may call an exclusively electronic annual or special general meeting, hold an annual or special general meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic annual or special general meeting, provided the electronic method permits all persons participating in the meeting to communicate with each other during the meeting.

- 30.2 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.
- 30.3 Any person attending an annual or special general meeting by electronic means is deemed to be present in person for the purposes of the meeting.
- 30.4 Despite Bylaw 28, in the event that a general meeting is held pursuant to Bylaw 30.1 or an eligible voter attends an annual or special general meeting by electronic means, the strata corporation has no obligation to make provision for a secret ballot or issue a voting card for, as applicable, that meeting or the particular voter.

31. Participation by other than eligible voters

- 31.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 31.2 Persons who are not eligible to vote may not participate in the discussion at a meeting.
- 31.3 Tenants 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.

32. Voting

- 32.1 Except on matters requiring a unanimous vote or an 80% 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.
- 32.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 32.3 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.
- 32.4 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.
- 32.5 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.
- 32.6 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.
- 32.7 Despite anything in bylaws 32.1 to 32.6 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

33. Order of business

- 33.1 The order of business at annual and special general meetings is as follows:

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

33.2 Despite bylaw 33.1, the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

VOLUNTARY DISPUTE RESOLUTION

34. Voluntary dispute resolution

34.1 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.

34.2 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.
- 34.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

SMALL CLAIMS COURT PROCEEDINGS

35. Authorization to proceed

- 35.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person by an action in debt in Small Claims Court, money owing to the strata corporation.

MARKETING ACTIVITIES BY RESIDENTS

36. Sale of a strata lot

- 36.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.
- 36.2 An owner must ensure that no doors to the building are left open or unlocked for the purpose of "open house" selling. Participants in open houses must be escorted and conducted from the lobby.
- 36.3 Subject to bylaw 36.1, no signs, billboards, notices, or any advertising matter of any kind shall be placed on any part of a strata lot or common property without the written consent of council.

INSURANCE AND RESPONSIBILITY

37. Insuring against major perils

- 37.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

38. Resident insurance

- 38.1 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

39. Responsibility of Owners

- 39.1 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.

39.2 For clarity and without limiting the meaning of the word “responsible”, an owner is deemed to be responsible, under bylaw 39.1, for any of the following:

- (a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word “responsible” has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
- (b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence, or carelessness of the owner, and/or owner’s tenants, occupants, and visitors (including family members, employees, agents, contractors, guests, or invitees);
- (c) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner’s strata lot or limited common property designated for the exclusive use of such owner’s strata lot, including, but not limited to, anything arising from any of the following:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) washing machine;
 - (v) toilets, sinks, showers, and bathtubs;
 - (vi) plumbing related pipes and fixtures;
 - (vii) fireplaces;
 - (viii) exhaust fans and humidifiers/dehumidifiers;
 - (ix) anything introduced into the strata lot by a resident or visitor;
 - (x) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - (xi) any pets residing in or visiting at the owner’s strata lot;
 - (xii) any person residing in or visiting at the owner’s strata lot; and
 - (xiii) barbecues or smokers.

39.3 For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:

- (a) the costs of investigating the cause of any loss or damage, where the owner is responsible;
- (b) the costs of repairing the cause of any loss or damage, where the owner is responsible;
- (c) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner;
- (d) any insurance deductible paid or payable by the strata corporation; and
- (e) the costs to repair the loss or damage, where no strata insurance policy operates or where the strata council decides not to make a claim on any strata insurance policy because no strata insurance policy would operate or because making a claim is not in the best interests of the strata corporation, as determined by the strata council acting reasonably. Where an insurance claim is not made because it would not be in the best interests of the strata corporation, the owner's liability under this bylaw 39.3(e) is limited to an amount equal to the insurance deductible that would have been paid or payable by the strata corporation had an insurance claim been made and accepted by the insurer.

39.4 An expense not covered by the strata insurance proceeds received by the strata corporation will be charged to the owner. For certainty, nothing in this bylaw 39.4 requires the strata corporation to make a claim on any strata insurance policy in order to charge an amount to the owner in accordance with bylaws 39.1, 39.2 and/or 39.3.

40. Children and supervision

- 40.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level that, in the sole determination of a majority of the council, will not disturb the rights of quiet enjoyment of others.
- 40.2 Residents are responsible for the conduct of children residing or visiting in their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the council, will not disturb the quiet enjoyment of others.
- 40.3 Residents are responsible to assume liability for and properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

41. Storage lockers and bicycle storage

- 41.1 Bicycles are not permitted to be brought through the lobby. Bicycles being brought into the building must be brought in through the parking levels.
- 41.2 A resident must not store any hazardous or flammable substances in storage lockers.

PARKING

42. Parking

- 42.1 A resident must not permit any oversized, commercial, or recreational vehicles including, but not exhaustively, boats, trailers, and campers to enter or be parked or stored on common property, limited common property or land that is a common asset.
- 42.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 42.3 A resident storing a vehicle must provide proof of valid insurance to the strata corporation on the commencement date of the storage.
- 42.4 An owner must not sell, lease, or licence parking stalls to any person other than a resident.
- 42.5 A resident must park only in the parking stall assigned to the resident.
- 42.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 42.7 Any resident's vehicle parked in violation of bylaw 42.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.
- 42.8 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling, and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 42.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 42.10 A resident or visitor must not smoke while in the parking area including inside a vehicle.
- 42.11 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse, and excess water from the washing area. While washing, a resident must keep audio volume low.
- 42.12 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline, or other automotive residue.
- 42.13 A resident must not park their vehicle in designated visitor or guest parking stalls for a period of more than one (1) hour.

MOVING

43. Moving in/out procedures

- 43.1 A resident must provide notice to the resident manager of all moving arrangements at least one (1) week before the moving date. All moves must take place between 9:00 a.m. and 9:00 p.m.
- 43.2 A resident using the elevator during a move must ensure that the elevator service key is used to control the elevator and the doors not jammed open in any manner.
- 43.3 A resident must ensure that the lobby doors are not left open, ajar, or unattended and that furniture is not left piled in the lobby area.
- 43.4 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 43.5 A resident must pay a refundable damage deposit of \$500.00, 48 hours prior to any move whether in or out and any expenses incurred by the strata corporation attributable to the resident and all fines levied will be deducted from the deposit.
- 43.6 A non-refundable move-in fee of \$150.00 will be charged against the owner of the applicable strata lot on each occasion where the incoming resident moves in furniture immediately after such incoming person has taken possession or commenced occupancy of the strata lot, whichever is earlier. This fee is to defray the costs to the strata corporation to have the resident manager inspect before and after moving in/out, install elevator pads and runners.
- 43.7 A resident contravening any of bylaws 43.1 to 43.6 (inclusive) shall be subject to a fine of \$200.00.

GARBAGE

44. Garbage

- 44.1 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.
- 44.2 Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled, or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.

RENTALS

45. Residential rentals

- 45.1 Before possession of a strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 45.2 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of Form K - Notice of Tenant's Responsibilities signed by the tenant, per section 146 of the Act. Failure to provide the Form K will result in a fine of \$200.00 per month being levied against the strata lot for so long as the Form K remains outstanding. *(Amended at AGM 2023-07-11)*

MISCELLANEOUS

46. Security Access Transmitters

- 46.1 For the control and administration of building security access transmitters, the following provisions will apply:
- (a) Subject to bylaw 46.1(c), a maximum of four (4) security transmitters may be activated for any one strata lot at any given time.
 - (b) The remote transmitters (also known as fobs) may be purchased from the strata corporation for \$125.00 per remote transmitter.
 - (c) When a change of occupancy of a strata lot takes place, the caretaker will deactivate the remote transmitters (fobs) belonging to the resident ceasing to occupy. When a new resident moves into that strata lot, the new resident must meet with the caretaker to re-activate the same remote transmitter (fob). A new transmitter (fob) does not need to be purchased when there is a change of occupancy.
 - (d) Any residents seeking more than four (4) access transmitters must submit to council, a written request setting out the justification for each additional transmitter. The council reserves the right to authorize or deny additional transmitters in its discretion.
 - (e) Any transmitters issued to or in respect of a strata lot are the responsibility of the owner of the strata lot for which they are issued. Replacement of batteries is also the owner's responsibility.
 - (f) Transmitters are not to be left in vehicles at any time.
 - (g) The strata corporation will not be liable to replace lost, damaged, malfunctioning, or stolen transmitters. Despite the foregoing, transmitters will be replaced by the strata corporation at no charge to the owner if found to be defective within the warranty period of the applicable transmitter.

47. Miscellaneous

- 47.1 A resident or visitor must not smoke on common property.

- 47.2 Barbecuing is permitted, subject to the use of propane or electric barbecues only. Charcoal is not permitted. Barbecuing is permitted only on individual balconies.
- 47.3 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways, and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 47.4 A resident or visitor must not wear or use, as the case may be, inline skates, bicycles, scooters, or skateboards anywhere in the building, including a strata lot.
- 47.5 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground.
- 47.6 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 47.7 Except as permitted by bylaw 36.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices, or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This restriction shall include exterior painting and the addition of wood, ironwork, concrete, or other materials.
- 47.8 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.
- 47.9 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 47.10 A resident or visitor must not shake rugs, carpets, mops, or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 47.11 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.
- 47.12 A resident must ensure that no shades, awnings, air conditioning units, laundry, flags, clothing, bedding, or other articles are hung or displayed from windows, balconies, or other parts of the building so that they are visible from the outside of the building.
- 47.13 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds, television antennas, satellite dishes and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories. Articles of a hanging nature must be installed no less than three (3) feet in from the fence or railing line.
- 47.14 A resident installing Christmas lights must ensure that Christmas lights are installed after December 1st of the year approaching Christmas and removed before January 15th of the year following Christmas.

- 47.15 No Christmas trees other than artificial trees are permitted in a strata lot or on common property, including common property.
- 47.16 A resident must wait for the garage gate to completely close behind them after entering or exiting the garage. Residents shall not allow vehicles to follow behind into the garage. Residents shall not allow unknown people into the building.
- 47.17 A resident must not permit a condition to exist within a strata lot which will result in wasting or excessive consumption of the cold or hot water supply.
- 47.18 A resident must wear cover-ups over bathing suits while traversing through hallways, elevators, and lobbies to the pool area. Access to the pool and sauna is to be by P1. Any infraction of this bylaw will result in a fine of \$25.00 for each occurrence.
- 47.19 Recreational facilities are for the use of residents and their accompanying guests only.
- 47.20 A resident disturbing the Resident Manager outside of specified hours of work, (Monday to Friday 8:00 a.m. to 5:00 p.m.) for NON-EMERGENCY requests, may be subject to a fine of \$25.00. For the purposes of this bylaw, an emergency is described as an unforeseen set of circumstances which will lead to serious damage to property or threaten the security of the building residents.
- 47.21 A resident must avoid excessive use of water when washing balconies or watering plants, etc., in order to prevent water being splashed, sprayed, or spilled onto the balconies or windows below.

PRIVACY AND SECURITY

48. Commitment regarding personal information

- 48.1 The strata corporation is committed to protecting the personal information of residents and visitors.

49. Why personal information is collected

- 49.1 The strata corporation collects personal information to:
- (a) identify and communicate with residents and visitors, as applicable;
 - (b) process payments;
 - (c) respond to emergencies;
 - (d) ensure the orderly management of the strata corporation; and
 - (e) comply with requirements imposed by the Strata Property Act and other applicable laws.

50. What personal information may be collected, used, or disclosed

- 50.1 Typically, the strata corporation collects the following personal information from or about residents:

- (a) Name(s), address(es) and phone number(s), as applicable;
 - (b) Banking or credit card information
 - (c) Emergency contact information,
 - (d) Vehicle description/license plates, and
 - (e) information.
- 50.2 Residents and visitors may give consent either orally, in writing, electronically or through an authorized representative. Consent will be implied when the purpose for collecting, using, or disclosing personal information would be considered obvious and the individual voluntarily provides their personal information for that obvious purpose.

51. Collection, use and disclosure of personal information

- 51.1 Except where the strata corporation is legally authorized (for example, pursuant to a bylaw) or consent is otherwise not required (as discussed below under the next heading), the strata corporation will seek consent before collecting, using, or disclosing personal information.
- 51.2 The strata corporation will only collect, use, or disclose the personal information that is necessary to fulfill the identified purposes and will not collect, use, or disclose personal information in other circumstances unless the strata corporation first receives further consent from the person involved.
- 51.3 The strata corporation will make reasonable efforts to ensure that the personal information that it collects, uses, or discloses is accurate and complete. If a resident is aware that the personal information the strata corporation has about them needs to be corrected, please advise the strata corporation about the correction in writing.

52. What personal information can be collected, used, or disclosed without consent

- 52.1 The strata corporation can collect, use, or disclose without consent the following personal information:
- (a) With respect to an owner, the owner's name, the strata lot address, the mailing address if different from the strata lot address, the strata lot number, any parking stall number, and the unit entitlement of the owner's strata lot;
 - (b) Information authorized by a bylaw;
 - (c) The names and addresses of individual mortgagees who have filed a Mortgage Request for Notification;
 - (d) The names of tenants of a strata lot, if any;
 - (e) With respect to a council member, the telephone number, or some other method by which the council member can be contacted on short notice;

- (f) Information necessary for emergency medical treatment if it cannot otherwise be obtained in a timely manner;
- (g) Information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy;
- (h) Information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry, or a printed or electronic publication;
- (i) If the strata corporation requires legal advice from a lawyer;
- (j) Information necessary if the strata corporation is collecting money owed by a resident; and
- (k) Any information if required to be collected, used, or disclosed by law.

53. Withdrawing consent

- 53.1 Except where withdrawing consent would frustrate the performance of a legal obligation, a resident and visitor can withdraw consent at any time by giving the strata corporation reasonable notice. If consent is withdrawn, the strata corporation will inform the person withdrawing the consent of the likely consequences of that step.

54. Retention of personal information

- 54.1 The strata corporation will only retain personal information for as long as necessary to fulfill the identified purposes or as long as required for a legal or business purpose. If the information of a resident or visitor is used to help the strata corporation render a decision, the information will be retained for a one (1) year period.

55. Security of personal information

- 55.1 The strata corporation has implemented reasonable security arrangements to prevent against risks associated with personal information, such as unauthorized access, collection, use, disclosure, copying, modification, or disposal.
- 55.2 If the strata corporation retains another organization to do work for the corporation that involves personal information, the corporation will ensure that there is an agreement in place that commits that organization to adhere to this privacy policy.

56. Access to personal information

- 56.1 A resident or visitor entitled to access to their own personal information that is under the strata corporation's control and is also entitled to know the ways in which that information has been used or disclosed.
- 56.2 Any request by a resident for their personal information must be made in writing and directed to the strata corporation's privacy officer:

Privacy Officer of Strata Plan NW 3355

- 56.3 The strata corporation will charge a minimum fee when an access request is made and the amount should be verified when the request is made. 56.4 The strata corporation will respond to a written request within 30 business days of receipt of the request; however, the strata corporation may be entitled in some circumstances to extend the response period. In providing the response, the strata corporation will inform the requesting party whether he or she is entitled to access to the requested information, and if access is denied, the reason for the denial, and the name and contact information of the strata corporation's privacy officer who can answer any questions about the response.
- 56.4 When providing personal information in response to a request, the strata corporation will edit out certain information as required or authorized by law, including any personal information about other individuals and/or the personal information about the requesting party that is subject to an investigation or a legal proceeding.
- 56.5 If a requesting person is not satisfied with a response from the strata corporation, that person may complain to the British Columbia Office of the Information and Privacy Commissioner (www.oipcbc.ca).

57. Security Measures

- 57.1 The strata corporation has installed and may install closed circuit television and video surveillance in those common areas of the strata plan as identified in the rules of the strata corporation for the purpose of collecting data from such systems. The hours of system operation will be determined by the council.
- 57.2 The strata corporation collects data with respect to the usage of each access fob programmed for use at and within Strata Plan NW 3355.
- 57.3 The video files and/or security fob usage records will be used by the strata corporation for surveillance and monitoring purposes only, including the following purposes:
- (a) being alerted to the presence of trespassers within the boundaries of Strata Plan NW 3355;
 - (b) preventing, recording, investigating, and obtaining evidence of any theft, vandalism, nuisance, damage to property (which, for certainty, includes the cleaning of property), or injury caused by or to any person within the boundaries of Strata Plan NW 3355; and
 - (c) enforcing those strata corporation bylaws and rules which are not "minor" bylaws. For the purposes of this bylaw, a "minor" bylaw excludes any bylaw or rule that relates to any of the following:
 - (i) the safety and security of the strata plan and its residents and visitors;
 - (ii) the repair, replacement and/or cleaning of property as a result of the act or omission of a resident or visitor;

- (iii) the removal of items left in or on common property in contravention of the bylaws or the rules where such removal results in any expenses being incurred by the strata corporation.
- 57.4 The video files will be stored by or on behalf of the strata corporation for a period of up to 3 months from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw or rule enforcement purposes.
- 57.5 The personal information of residents or visitors will only be reviewed or disclosed as follows:
 - (a) to law enforcement for the purposes set out in bylaw 57.3(a) or (b), or as otherwise required by law;
 - (b) to the strata council members and/or the strata corporation's security contractor for the purposes set out in bylaws 57.3(a), (b) or (c), or as otherwise required by law; or
 - (c) in the event that the surveillance camera footage or fob records include the personal information of a resident or visitor, such personal information of the requesting resident or visitor.
- 57.6 A resident or visitor must not do anything to damage or interfere with any closed-circuit television, video surveillance or access fob equipment.
- 57.7 In installing and/or maintaining the systems described in this bylaw 57 the strata corporation makes no representations or guarantees that any of the systems will be fully, operational at all, times. The strata corporation is not responsible or liable to any resident or visitor in any capacity (including a failure to maintain, repair, replace, locate, or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.
- 57.8 A resident or visitor must not install or use, or permit to be installed or used, any surveillance measures (such as video surveillance) on the common property where such measures will or may capture any personal information about another resident or a visitor.