

Claridge owners

December 2019

Over the past 15 years attempts have been made to properly revise/modify the existing bylaws. However, these were never finalized. Also, over the past 15 years, the British Columbia *Strata property Act*, British Columbia *Strata Property Regulation*, and other laws applicable to the strata corporation have been amended and a lot of case law regarding same has been generated.

The Strata Council feels it is important to have a current set of bylaws which reflects the feelings of the owners and is consistent with the *Strata Property Act*, *Strata Property Regulation*, and other laws applicable to the strata corporation, such as the *Personal Information Protection Act*, as well as case law and guidelines regarding same.

To do this the Council requested a Vancouver law firm, Clark Wilson (associate Kelsey Marshall), to provide guidance. Kelsey and Clark Wilson have developed template bylaws for residential strata corporations which Council then used, under Kelsey's guidance, as a basis for the attached.

This has been a time consuming project and Council feels comfortable recommending that the owners approve these bylaws

Basically, there have been some minor changes to the existing bylaws. Major issues to be considered are:

- Pet restrictions- bylaws further clarified
- Rental restrictions- basically as passed previously
- Smoking- recognizing the need for bylaws regarding cannabis (smoking and growing), vaping as well as tobacco

Council is suggesting that that the bylaws would then be presented for approval at the Annual General meeting (February 2020).

Questions or comments could be referred to council members Ron Appleton, Robin Elliott or David Muller.

THE OWNERS, STRATA PLAN VR 2769, THE CLARIDGE

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;
- (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) "**spouse of an owner**" includes, but is not limited to, an individual who has lived with an owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship and "**spouses of owners**" includes, but is not limited to, collectively individuals who have lived with owners, for a period of at least 2 years at the relevant time for each such individual, in a marriage-like relationship;
- (e) "**strata council**" means council as required under the Act;
- (f) "**strata council majority vote**" means a vote in favour of a strata council resolution by more than $\frac{1}{2}$ of the votes cast by strata council members who are present in person at the time the vote is taken and who have not abstained from voting;
- (g) "**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 Owners, Tenants, Occupants 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:
 - (a) an interest charge of 10% per annum, compounded annually; and

(b) a fine of up to \$200.

2.3 An owner must provide the strata corporation or its agent with

- (a) a cheque for strata fees on or before the first day of the month to which the strata fees relate;
- (b) twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month; or
- (c) if applicable, written authorization for monthly automatic debit from the owner's bank account.

2.4 Failure by an owner to submit a strata fee cheque, twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and is subject to a fine of up to \$200 for each contravention.

2.5 Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of up to \$200 and an administration charge of \$50.

2.6 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

2.7 Where an owner fails to pay a special levy in accordance with bylaw 2.6, the outstanding special levy contributions will be subject to:

- (a) an interest charge of 10% per annum, compounded annually; and
- (b) a fine of up to \$200.

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 that is part of their strata lot is responsible for all regular maintenance of such balcony (including the cleaning of the surface of the balcony 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,
 - (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 applicable laws (including the provisions, rules, regulations or ordinances of any statute, whether federal or provincial, or any municipal by-laws), 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 A resident or visitor must not do, or omit to do, whether deliberately, accidentally or inadvertently, anything which may adversely affect the strata insurance, including, not exhaustively, anything which may:
- (a) increase the rate of any premium applicable to or any deductible under the strata insurance;
 - (b) result in the cancellation or voiding of any policy of strata insurance; or
 - (c) result in the loss of any insurance coverage that the strata corporation would ordinarily obtain.
- 4.4 A resident must not use, or permit to be used, the strata lot except as a single family dwelling.
- 4.5 A resident must not rent less than all of a strata lot.
- 4.6 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. 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. Any breach of this bylaw 4.6 is subject to a fine of up to \$1,000 per day.

- 4.7 Unless granted prior written approval by the strata council, a resident must not allow more than:
- (a) two persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit;
 - (b) four persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit; and
 - (c) six persons to occupy a strata lot originally designated by the owner developer as a three bedroom unit.

For the purposes of this bylaw 4.7, a "person" is defined to include children, but exclude visitors staying for less than 30 days with a resident of a strata lot. A resident who alleges hardship as a result of the operation of this bylaw 4.7 may appeal to the strata council for permission to be exempt from this bylaw 4.7 on the basis of hardship and the strata council must not unreasonably refuse the appeal.

- 4.8 A resident or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, limited common property or common assets for the purpose of growing, producing, harvesting, marketing, selling or distribution of cannabis.

5. Pets and animals

[NOTE TO READER: The pet restriction set out in bylaw 5.1 was first approved by the owners at the general meeting held on December 10, 2001, as bylaw 3(9), and was filed in the Land Title Office under registration no. BR352328 on December 28, 2001. This bylaw has not been repealed or replaced since then and is amended only for the purposes of these bylaws.]

- 5.1 A resident or visitor must not keep any pets or other animals on a strata lot, on common property or on land that is a common asset.
- 5.2 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.
- 5.3 A resident who contravenes any of bylaws 5.1 and 5.2 will be subject to a fine of up to \$200.

6. Inform strata corporation

- 6.1 An owner must notify the strata corporation, via the council and the management company of 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) if the owner is a corporate owner or a trust, the name of such corporate owner's or trust's representative within 2 weeks of becoming an owner and any change in the name of such representative within 2 weeks of any such change occurring;
 - (c) 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
 - (d) 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. Permit entry to strata lot**
- 7.1 A resident or visitor must allow any person(s) 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 or visitor's compliance with the Act, bylaws and rules.
- 7.2 The notice referred to in bylaw 7.1(b) must include the date and approximate time of entry, and the reason for entry
- 7.3 If access to a strata lot is not provided in accordance with bylaw 7.1, 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, 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.

**Alterations to a Strata Lot, Common Property
or Limited Common Property**

8. Approval for alterations to a strata lot, limited common property or common property

8.1 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) flooring;

(ix) wiring, plumbing, piping, heating, air conditioning and other services; and

(x) 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.

8.2 The strata corporation may require as part of an application for approval of any alteration under bylaw 8.1 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).

- 8.3 The strata corporation may require, as a condition of its approval under bylaw 8.1, 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.
- 8.4 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.
- 8.5 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.

- 8.6 If, subsequent to the passage of bylaws 8.1 to 8.5 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 8.6, 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 8.6, 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.
- 8.7 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.

9. **Hard-Surface Flooring**

- 9.1 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.
- 9.2 An owner must, in accordance with bylaw 8, 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.
- 9.3 The strata council may, in its discretion as a condition of its approval of the installation of any hard surface flooring, require the owner to use the highest rated sound dampening materials suited to the type of hard surface flooring to be installed. Despite the foregoing, the strata council will not grant permission to install hard surface flooring in a strata lot unless a minimum value of 65 for each of the Sound Transmission Class (STC) and the Impact Insulation Class (IIC) can be achieved with respect to the installation of the hard-surface flooring. As a condition of its approval and in addition to any requirements imposed by the strata council pursuant to bylaw 8, the strata council, may require that the owner, at the owner's sole cost and expense, obtain a written report prepared by a professional engineer or other professional, satisfactory to the strata council, confirming that the minimum value of 65 for the STC and IIC ratings will be achieved by the owner's proposed hard surface flooring installation.

9.4 An owner must install the hard surface flooring in accordance with the specifications mandated by the strata council from time to time, copies of which will be provided to the owner, at the time of an owner's written request under bylaw 9.2.

10. Conduct of Alterations

10.1 An owner must:

- (a) give the strata 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;
- (b) not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers;
- (c) ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any alteration materials to be delivered through the main lobby;
- (d) ensure 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;
- (e) ensure stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the strata council) and the residential corridor thoroughly vacuumed daily;
- (f) 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, Sundays and statutory holidays. To perform alterations on statutory holidays, an owner must apply for permission in writing to the strata council at least two business days before the holiday date; and
- (g) be in attendance for all significant alterations, with the determination of significant to be in the discretion of the strata council.

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

10.3 An owner in contravention of bylaws 10.1 to 10.2 (inclusive) will be subject to a fine of up to \$200 for each contravention, as well as be responsible for any clean up or repair costs.

10.4 Where a tenant, occupant or visitor is undertaking an alteration with an owner's permission, such owner having obtained any required approvals of the strata corporation in accordance with bylaws 8 and 9, such tenant, occupant or visitor must comply with bylaws 10.1 to 10.3 (inclusive).

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;
 - F. parking stalls;
 - G. storage areas;
- (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) patios, chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Strata Council

12. Strata council size

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

13. Strata council eligibility

- 13.1 An owner or the spouse of an owner may stand for strata council, but not both in respect of the same strata lot.
- 13.2 No person may stand for the strata council or continue to be on the strata 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. Strata council members' terms

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

15. Removing strata council member

- 15.1 Unless all the owners are on the strata council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more strata council members. The strata corporation must pass a separate resolution for each strata council member to be removed.
- 15.2 After removing a strata council member, the strata corporation may hold an election at the same annual or special general meeting to replace the strata 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 strata council may appoint a replacement strata council member for the remainder of the term.
- 15.3 If the strata corporation removes all of the strata council members, the strata corporation must hold an election at the same annual or special general meeting to replace the strata council members for the remainder of the term up to, at least, the minimum number of strata council members required by bylaw of the strata corporation for the remainder of the term.

16. Replacing strata council member

- 16.1 If a strata council member resigns or is unwilling or unable to act, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.
- 16.2 The strata council may appoint a strata council member under bylaw 16.1 even if the absence of the strata council member being replaced leaves the strata council without a quorum.

16.3 If all the members of the strata 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 strata 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 strata council held after each annual general meeting of the strata corporation, the strata council must elect:

(a) from among its members, a president, a vice president, a secretary and a treasurer; and

(b) 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 strata council members may elect a replacement officer from among themselves for the remainder of the term.

18. Calling strata council meetings

18.1 Any strata council member may call a strata council meeting by giving the other strata 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 strata council meeting may be held on less than one week's notice if

(a) all strata council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all strata 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 strata council

19.1 A quorum of the strata council is

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

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

20. Strata council meetings

20.1 The strata 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 strata council, a strata council member or other permitted observer or invited participant may attend a strata council meeting by electronic means, so long as all strata council members and other permitted observers and invited participants can communicate with each other. For clarity, the strata council may only make a decision by electronic mail where the following criteria are met:

- (a) a decision of the strata council is required before the next scheduled strata council meeting;
- (b) except where section 32 of the Act applies, all strata council members must be included in all electronic mail exchanged between strata council members regarding the decision;
- (c) except in the event of an emergency to prevent or minimize physical loss or damage or injury, or where responses are received in a shorter period, strata council members must have no less than 48 hours to respond to the request for a decision;
- (d) any decision must be approved by a majority vote of the total number of strata council members;
- (e) any decisions made by electronic mail must be ratified by the strata council at the next strata council meeting and reflected in the minutes of that meeting; and
- (f) the strata corporation must keep a record of the electronic mail exchanged amongst the strata council members and the managing agent regarding the decision for the 2 year period following the making of the decision. Subject to redaction of such electronic mail in accordance with the *Personal Information Protection Act* or where solicitor-client privilege of the strata corporation applies, such electronic mail shall be considered a record of the strata corporation for the purposes of sections 35 and 36 of the Act.

- 20.3 If a strata council meeting is held by electronic means with a strata council member or other permitted observer or invited participant, the strata council member or other permitted observer or invited participant is deemed to be present in person.
- 20.4 Owners and spouses of owners may attend strata council meetings as observers.
- 20.5 Despite bylaw 20.4, no observers may attend those portions of strata 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 strata council's opinion, unreasonably interfere with an individual's privacy.

21. Voting at strata council meetings

- 21.1 At strata council meetings, all strata council decisions must be made by a strata council majority.
- 21.2 If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding vote.
- 21.3 Decisions made at a strata council meeting must be recorded in the strata council meeting minutes.

22. Strata council to inform owners of minutes

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

23. Delegation of strata council's powers and duties

- 23.1 Subject to bylaws 23.2, 23.3 and 23.4, the strata council may delegate some or all of its powers and duties to one or more strata council members or persons who are not members of the strata council, and may revoke the delegation.
- 23.2 The strata 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.
- 23.3 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.

23.4 The strata 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. Restrictions on Council Members

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.

24.2 Despite section 98(2) of the Act, the strata corporation may make expenditures out of the operating fund that were not put forward for approval in the operating budget or at an annual or special general meeting, if the expenditure, together with all other unapproved expenditures, whether of the same type or not, is less than \$5,000 or 5% of the total contribution to the operating fund for current year, whichever is less.

24.3 Despite bylaw 24.1, 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.

25. Limitation on liability of strata council member

25.1 A strata 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 strata council.

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

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

25.4 In addition to bylaw 25.1, the strata corporation will reasonably indemnify and save harmless a strata council member, whether or not they continue to act in such capacity or hold the position of a strata council member, from and against any liability arising, and all costs, charges and expenses actually and reasonably sustained or incurred, from the exercise of their powers and performance of their duties as a strata council member and for expenses for errors and omissions made in the exercise of their powers and performance of their duties as a strata council member, but only to the extent that such

liability and such costs, charges and expenses are not covered by operation of any strata insurance policy, provided that the strata corporation is given an accounting of all such costs, charges and expenses actually and reasonably sustained or incurred by a strata council member and prompt written notice of any action, suit or proceeding against a strata council member, and an opportunity to participate and to defend the same to the extent the strata corporation is permitted to do so by law. Excluded from this indemnity will be any claim, issue or matter where:

- (a) it is adjudged that a strata council member did not exercise the powers and perform the duties of the strata corporation acting honestly and in good faith with a view to the best interests of the strata corporation and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances; or
- (b) it is adjudged, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that a strata council member had no reasonable ground for believing that the strata council member's conduct was lawful.

In this bylaw 25.4, "**adjudged**" means adjudged by a court, tribunal or by way of arbitration.

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 up to:
 - (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.
- 26.2 Any fine levied will be due and payable on or before the first day of the month next following the date on which the strata council provides notice of such fine.

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.

- 28.2 Once quorum for an annual or special general meeting is present, quorum for such meeting is maintained as long as 10% or more of the eligible, voters, present in person or by proxy, at the start of such meeting remain, in person or by proxy.

29. Person to chair meeting

- 29.1 Annual and special general meetings must be chaired by the president of the strata council.
- 29.2 If the president of the strata council is unwilling or unable to act, the meeting must be chaired by the vice president of the strata council.
- 29.3 If neither the president nor the vice president of the strata 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.

30. Participation by other than eligible voters

- 30.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 30.2 Persons who are not eligible to vote may participate in the discussion at a meeting, but only if permitted to do so by the chair of the meeting.
- 30.3 Tenants and occupants 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.

31. Voting

- 31.1 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.
- 31.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 31.3 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.
- 31.4 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.
- 31.5 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.

- 31.6 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.
- 31.7 Despite anything in this bylaw 31, an election of strata council or removal of a strata council member must be held by secret ballot, if the secret ballot is requested by an eligible voter and approved by a majority vote resolution.

32. Electronic attendance at meetings

- 32.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- 32.2 Any costs or expenses incurred by the strata corporation to provide electronic means for a person who is eligible to vote to attend an annual or special general meeting by electronic means will be charged to such eligible voter.
- 32.3 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.
- 32.4 Despite bylaw 31, in the event that 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 for that particular 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 strata 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 strata 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.

Small Claims Court Proceedings

34. Authorization to proceed

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

Marketing Activities by Owners

35. Sale or rental of a strata lot

- 35.1 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.
- 35.2 The owner or the owner's real estate agent must accompany any person viewing a strata lot for sale or rental purposes at all times while the person is on the common property.

Insurance and Responsibility

36. Insuring against major perils

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

37. Resident insurance

- 37.1 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.

38. Responsibility of Owners

- 38.1 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.

38.2 For clarity and without limiting the meaning of the word “**responsible**”, an owner is deemed to be responsible, under bylaw 38.1, 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); and
- (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, bathtubs;
 - (vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;
 - (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.

38.3 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 38.3(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.

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 38 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 38.1, 38.2, and/or 38.3.

39. Resident Responsibility for Children and Visitors

- 39.1 A resident is responsible for the conduct of their visitors, including ensuring that noise is kept at a level that, in the sole determination of a majority of the strata council, is not a breach of bylaw 4.1.
- 39.2 A resident is responsible for the conduct of children residing in or visiting their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the strata council, is not a breach of bylaw 4.1.
- 39.3 A resident is responsible to assume liability for and properly supervise activities of children residing in or visiting their strata lot, including, but not exhaustively, bicycling, skateboarding and hockey.

Parking and Storage

40. Parking

- 40.1 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.
- 40.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 40.3 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 40.4 An owner must not sell, rent, or licence the use of parking stalls to any person other than a resident.
- 40.5 A resident must park only in the parking stall assigned to the resident's strata lot.
- 40.6 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.
- 40.7 Any vehicle parked in violation of bylaw 40.6 will be subject to removal by a towing company authorized by strata council, and all costs associated with such removal will be charged to the vehicle owner.
- 40.8 A resident or visitor must not use any parking area as a work area for carpentry, alterations, 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.
- 40.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 40.10 A resident or visitor must not smoke while in the parking area, including inside a vehicle.
- 40.11 A resident or visitor must not wash a vehicle on Strata Plan VR 2769.
- 40.12 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.

41. Storage lockers and bicycle storage

- 41.1 A resident must store bicycles and tricycles only in basement parking areas, the bicycle rack and storage lockers.
- 41.2 A resident must not store any hazardous or flammable substances in storage lockers.

Moving

42. Moving in/out procedures

- 42.1 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.
- 42.2 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.
- 42.3 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.
- 42.4 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.
- 42.5 An owner must pay a non-refundable fee of \$250 on each move in or move out of the owner's strata lot 48 hours prior to any move.
- 42.6 A resident contravening bylaws 42.1 to 42.5 (inclusive) will be subject to a fine of up to \$200.

Garbage and Recycling

43. Refuse

- 43.1 A resident must not throw, pile or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a 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.
- 43.2 A resident must ensure that:
- (a) ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose;
 - (b) recyclable material is kept in designated areas; and
 - (c) material other than recyclable or ordinary household refuse and garbage is removed appropriately.

Rentals

44. Residential rentals

[NOTE TO READER: The rental restriction set out in bylaw 44.1 was first approved by the owners at the general meeting held on December 10, 2001, as bylaw 3(8), and was filed in the Land Title Office under registration no. BR352328 on December 28, 2001. This bylaw has not been repealed or replaced since then and is amended only for the purposes of these bylaws.]

- 44.1 No strata lots may be rented.
- 44.2 If an owner is exempt from a rental restriction bylaw pursuant to the Act, prior to 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.
- 44.3 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.
- 44.4 Where an owner rents a strata lot in contravention of bylaw 44.1, the owner will be subject to a fine of \$500.00 and the strata corporation will take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws will be the responsibility of the contravening owner and will be recoverable from the owner on a solicitor and own client basis by the strata corporation.

Miscellaneous

45. Miscellaneous

- 45.1 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.
- 45.2 A resident or visitor must not wear or use inline skates and skateboards anywhere in the building, including a strata lot.
- 45.3 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.
- 45.4 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 45.5 Except as permitted in bylaws 35.1 and 45.6, a resident or visitor 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 that can be seen outside of the strata lot, unless authorized by the strata council. This will include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 45.6 A resident may post notices on the designated bulletin board, subject to being removed by the strata council if deemed inappropriate or posted for in excess of one week.
- 45.7 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.

- 45.8 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.
- 45.9 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.
- 45.10 A resident must ensure that no 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.
- 45.11 A resident must not permanently or temporarily place, erect or install anything on limited common property, common property or land that is a common asset except as permitted by these bylaws.
- 45.12 A resident must place only the following items on a balcony that is part of a strata lot, unless otherwise permitted by these bylaws:
- (a) free-standing, self-contained planter boxes or containers;
 - (b) summer furniture and accessories; and
 - (c) barbecues.
- 45.13 A resident who installs Christmas lights must install them after December 1st of the year approaching Christmas and must remove them before January 15th of the year following Christmas.
- 45.14 A resident or visitor must not tamper with any strata corporation building system, including, not exhaustively, a fire alarm system, interphone system, elevator system and sprinkler system.
- 45.15 A resident 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.
- 45.16 Without limiting the generality of bylaw 4.1, a resident or visitor must not unreasonably restrict or limit another person's view from a strata lot, limited common property or common property.
- 46. No Smoking**
- 46.1 For the purposes of this bylaw 46, the following definitions apply:
- (a) **"smoke"** or **"smoking"** includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including, for clarity, cannabis);
 - (b) **"vape"** or **"vaping"** includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
- 46.2 A resident or visitor must not smoke or vape anywhere on or within Strata Plan VR 2769, including in a strata lot.

47. Exemption from Bylaws and Rules

- 47.1 The strata council may grant an exemption from the operation of a bylaw or rule in order to provide an accommodation in accordance with the BC *Human Rights Code*.

END OF BYLAWS