

# **HIGHGATE TERRACE**

**STRATA CORPORATION  
NW 3163**

**(PROPOSED)  
BYLAWS**

**THESE BYLAWS ARE THE PROPERTY OF THE STRATA CORPORATION  
AND ARE TO BE LEFT IN THE STRATA LOT WHEN SOLD**

Bylaws Approved at the Special General Meeting held May 30, 2018

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Unless otherwise noted in these bylaws, all words and phrases have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act").

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

### **1      *Payment of Strata Fees***

1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

(2) An owner must provide the strata corporation or its agent with 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, if applicable, written authorization for monthly automatic debit from the owner's bank account, unless other arrangements have been approved in writing by the strata council or its agent.

(3) No person may stand for council or continue to be on council with respect to a strata lot and the vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under section 116 (1) of the *Strata Property Act* (the "Act").

(4) Where an owner fails to pay strata fees or a special levy on the due date, the strata corporation may fine an owner for contravention of these bylaws and, at its sole discretion, apply an interest charge of 10% per annum compounded annually on any unpaid strata fees and on any unpaid special levies.

(5) An owner who fails to pay strata fees or special levies by the due date shall compensate and indemnify the strata corporation for any legal and administrative expenses of filing a lien on the owner's strata lot, including legal costs on a solicitor and own client basis, incurred or expended by the strata corporation to enforce the lien through a forced sale proceeding under s. 117 of the Act.

(6) Payments received from an owner for an account in arrears shall be applied to the owner's earliest arrears.

### **2      *Repair and maintenance of property by owner***

2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(3) Notwithstanding the generality of subsections (1) and (2), an owner is responsible to repair and maintain any alterations to common property or limited common property made by the owner.

### **3 Use of property**

3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise, smell, vibration or glare,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal, or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals in a tank not to exceed 25 gallons;
- (b) a reasonable number of small caged mammals;
- (c) up to 2 caged birds;
- (d) one cat or one dog, which must not exceed a maximum of 15" in height at the shoulders when fully grown.

(4) Despite subsection (3), an owner, tenant, occupant or visitor must not have more than two of items (a) through (d) above, or keep any pet in a strata lot that is prohibited in British Columbia under the *Wildlife Act* and *Controlled Alien Species Regulation*.

(5) An owner, tenant, occupant or visitor must keep any pet on a leash not exceeding 6 feet in length while the pet is on common property, must ensure that the pet is kept under reasonable control, and must not permit the pet to:

- (a) damage any common property or interfere with the use and enjoyment of the common property and common assets by other owners, tenants and occupants;
- (b) urinate or defecate on common property or land that is a common asset;
- (c) display any aggressive behaviour.

(6) An owner, tenant or occupant who keeps a dog or cat in a strata lot (a "Permitted Pet") must register the Permitted Pet with the strata council by providing the council with the Permitted Pet's picture, name, breed, colour, markings, license number (where required), the unit number of the strata lot in which the Permitted Pet will be kept, and the name, telephone number and email address of the Permitted Pet's owner. The Permitted Pet must at all times be wearing a collar with a tag identifying its owner and the owner's telephone number.

(7) If a Permitted Pet displays aggressive or dangerous behaviour or has become a nuisance, the strata council may order that the Permitted Pet be permanently removed from the strata lot, the common property, the common assets, or any combination thereof.

(8) An owner, tenant or occupant must not (without the written permission of the strata corporation):

- (a) permit a strata lot to be occupied as a place of residence at any one point in time by more than two persons in a one-bedroom unit or four persons in a two-bedroom unit. For the purposes of this bylaw, a "person" is defined to include minors, but exclude visitors staying for a period of less than 30 days.
- (b) place flags, signs, billboards, placards, notices or advertising matter of any kind on or in a strata lot that is visible from outside the strata lot or on common property or land that is a common asset, with the exception of dated bulletins and real estate signs which may be displayed in the locations designated by the strata corporation for such bulletins and signs;
- (c) install or hang or apply anything to or on a window that is visible from the exterior of a strata lot, other than window coverings that are white or off-white in colour;
- (d) hang or display any laundry, washing, clothing, bedding or other articles in a strata lot that is visible from outside the strata lot or on common property or land that is a common asset;
- (e) install or affix anything to the exterior of the building, including shade screens, awnings, window guards, smoke stacks, mail boxes, plant hangers, bicycle racks, hose racks, satellite dishes, radio antennae, supplementary heating or air conditioning units;

(f) display Christmas lights except between December 1 and January 15, and such Christmas lights must not be installed prior to November 15 or turned on until December 1 of the year approaching Christmas and removed before January 15<sup>th</sup> of the year following Christmas. The lights must not be attached in a manner that causes damage to the exterior of the strata lot or to limited common property or common property;

(g) obstruct or use the sidewalks, walkways, passages and driveways of the common property or land that is a common asset for any purpose other than ingress or egress from the strata lots or parking areas;

(h) store any items on common property or any limited common property other than in storage lockers or any other place designated by the council from time to time for the storage of items;

(i) keep or store anything on any deck, balcony or patio except for patio furniture, patio accessories, barbecues, and free standing self-contained planter boxes or containers;

(j) store hazardous, toxic, flammable or combustible material in a strata lot or on limited common property, other than fuel used in outdoor gas or propane barbecues, and such fuel must only be stored outside on the owner's limited common property deck, balcony, or patio;

(k) use any cooking device on any deck, balcony or patio other than a natural gas, propane or electric barbecue;

(l) throw or discard anything from any window, deck, balcony or patio, including shaking any rugs, carpets, mops or dusters of any kind from any part of a strata lot or common property;

(m) keep or store anything in a strata lot or on common property (including limited common property) that will increase the risk of damage or fire or the rate of insurance on the strata corporation;

(n) permit any strata lot to be used or occupied as short-term accommodation by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not:

(i) enter into a license for the use of all or part of a strata lot;

(ii) permit any strata lot to be used or occupied as hotel, bed and breakfast, lodging house, home stay, home exchange, time share, or vacation or travel

accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time; or

(iii) directly or indirectly advertise, market, promote or license for use any strata lot as hotel, bed and breakfast, lodging house, home stay, home exchange, time share, or vacation or travel accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time.

(o) use a strata lot for commercial or professional purposes, except as a home office;

(p) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m., or that encourages loitering by persons in or about the strata lot or common property;

(q) use, wear or ride any bicycle, inline skates, roller-skates, skateboard or scooter anywhere in the building, including in a strata lot;

(r) smoke or permit smoking of any kind within three meters of a window, door or air intake vent, or on common property or land that is a common asset;

(s) feed birds or any animal other than a Permitted Pet from within a strata lot or on common property or limited common property, and must only feed a Permitted Pet within a strata lot;

(t) remove or cause damage to any trees, plants, bushes, flowers, lawns or other vegetation on common property and land that is a common asset, and without limiting the foregoing, must not place chairs, tables or other objects on the lawns and grounds so as to damage, prevent growth, or interfere with the maintenance of the common property;

(u) allow children to run or play in the common property hallways, stairways or underground parkade, or to use the elevators, amenity areas and outdoor common areas without adult supervision;

(v) use any common property electrical outlet, except for parking area outlets which may be used for vacuuming a vehicle, and outlets in the workshop which may be used as intended;

(w) deposit garbage or recycling anywhere other than in the designated containers or receptacles provided by the strata corporation for that purpose; or



(x) deposit materials that are not accepted by the municipal waste management or recycling system (“Unauthorized Waste”) in the strata corporation’s garbage and recycling containers.

(9) Owners and tenants are responsible for disposing of Unauthorized Waste at their own expense. Owners who deposit Unauthorized Waste in the strata corporation’s garbage or recycling containers will have the strata corporation’s cost of disposing of the Unauthorized Waste and any fines paid by the strata corporation charged back to their account.

(10) An owner or tenant must remove any material that is not ordinary household refuse or garbage from the strata lot and the common property at the owner’s or tenant’s sole expense.

#### **4 Residential rentals restriction**

4 (1) The rental of a strata lot is prohibited, subject to any exemptions provided under the Act (an “Exempt Tenant”).

(2) Before renting to an Exempt Tenant, an owner must comply with s. 146 of the Act by giving the prospective tenant:

(a) the current bylaws and rules of the strata corporation (copies of the current bylaws and rules may be obtained from the strata corporation for the fees prescribed under the Act and the Regulations); and

(b) a Notice of Tenant's responsibilities in Form K.

(3) Within two weeks of renting a strata lot, the landlord must:

(a) give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the Exempt Tenant; and

(b) pay the strata corporation the move in fee established under strata corporation’s by-laws or rules as amended from time to time.

(4) An owner who leases a strata lot in contravention of subsections (2) and (3) and fails to provide the strata corporation with a Form K signed by the tenant, or fails to pay the damage deposit to the strata corporation, may be subject to a fine of \$200 for each 7 day period that the strata lot is rented until the prescribed documents have been provided to the tenant and/or the strata corporation.

(5) An owner who or rents out a strata lot in contravention of this bylaw (other than subsections (2) and (3)) may be subject to a fine at the discretion of the strata council in an amount not to exceed \$500.00 for each 7 day period that the strata lot is rented in contravention of this bylaw.

(6) The strata corporation shall take all necessary steps to terminate a lease or tenancy that contravenes this bylaw including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs or expenses incurred by the strata corporation in enforcing any part this bylaw shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.

(7) The fees described in bylaw subsection (3)(b) applies any time there is a change of tenants for a strata lot, including a furnished strata lot, and it is the responsibility of the owner of the strata lot to pay the fees to the strata corporation.

## **5      *Age Restriction***

5 (1) Each strata lot is reserved for the occupancy of persons aged 45 years or older.

(2) Visitors to a strata lot are excluded from this bylaw provided that they do not reside in the strata lot for more than 12 weeks per calendar year.

(3) An owner, tenant or occupant of a strata lot shall provide satisfactory proof of age to the council upon request.

## **6      *Inform strata corporation***

6 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, phone number, email address and mailing address outside the strata plan, if any.

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

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

7 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;

- (b) the exterior of a building;
- (c) chimneys, stairs, patios, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
- (h) wiring, plumbing, piping, heating, air conditioning and other similar systems.

(2) The strata corporation may require as a condition of its written approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation, its employees and agents for any future costs in connection with the alteration.

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

8 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation, its employees and agents for any future costs in connection with the alteration.

## **9      *Alterations***

9 (1) An owner intending to apply to the strata corporation for permission to alter a strata lot or the common property must submit in writing, as part of a renovation application, the following:

- (a) a detailed written description of the intended alteration,
- (b) a detailed plan showing the proposed location of the construction of the alteration and nature of the change, including details of the proposed materials and dimensions,

(c) name(s) of the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,

(d) proof of valid liability insurance for the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,

(e) an indemnity to cover any damage to common property or other strata lots as a result of the alterations,

(f) all applicable permits, licences and approvals from the appropriate governmental authorities;

(g) a signed assumption of liability agreement if required by the strata council under bylaws 7(2) or 8(2). Such assumption of liability agreement will require 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 shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation 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 shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees;

(h) such further and other documents or information which the strata council may reasonably require.

(2) An owner must give the council or its agent two (2) business days' prior written notice before the scheduled arrival of any tradespersons or delivery of renovation materials, and must ensure that the delivery of all renovation materials, appliances and furniture is through the parking lot, and that elevator pads and floor coverings are obtained for elevator use. The owner must also ensure that:

(a) drop clothes are put in place daily between the elevators and the strata lot and over any other common areas as necessary to protect from spillage or damage, and removed at the end of each day;

(b) the stairs, lobbies, hallways, parkade and any other common areas used throughout the alteration are regularly cleaned and the hallway outside the strata lot vacuumed daily;

(c) construction debris, materials and packaging are removed from the strata lot and the common property and are not deposited in the strata corporation's garbage and recycling disposal containers.

(3) Any alterations approved by the council may only be carried out between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on weekends and statutory holidays, and will be subject to all applicable municipal and provincial bylaws and codes. Owners intending to perform alterations on statutory holidays must provide the strata council or its agent with at least five (5) business days' prior written notice.

(4) An owner, tenant or occupant who alters common property or a strata lot without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property to its condition prior to the alteration. If the owner, tenant or occupant refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner. The cost of such restoration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

(5) Without limiting the generality of the foregoing, an owner, tenant or occupant must not install new flooring in a strata lot except with written approval from the strata corporation and in accordance with the following:

(a) the installation of ceramic tile, slate or similar flooring will not be permitted other than in a kitchen, bathroom or entryway of a strata lot;

(b) the installation of hardwood type flooring will require an acoustic underlay with a Sound Transmission Class and Impact Insulation Class rating of 72 dB or higher.

(6) Applications for permission to make alterations that involve penetration into a concrete floor or ceiling slab must be reviewed and approved in advance by the strata corporation's structural engineer, or by a structural engineer approved by the council. The council, acting on the advice of a structural engineer, may also require the owner to obtain a ground penetrating radar survey before commencing any work on the slab.

## **10 Owner insurance and indemnity for damage to common property and strata lots**

10 (1) An owner must obtain and maintain liability and property insurance on his or her strata lot(s) sufficient to cover the cost of any insurance deductibles or uninsured repair costs charged to the owner by the strata corporation pursuant to this bylaw. An owner must provide proof of insurance to the strata corporation upon request.

(2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) An owner is responsible for any damage to any property described in subsection (2) caused by occupants, tenants, or visitors to the owner's strata lot.

(4) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot arising from any damage or incident for which the owner is responsible or occurring or originating in the owner's strata lot, whether or not such incident is caused or contributed to by the owner's act, omission, negligence or carelessness or by that of another person, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

(5) For the purposes of this bylaw any insurance deductibles or uninsured repair costs charged to an owner shall be added to and become part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

## **11 Permit entry to strata lot**

11 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot

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

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

- (i) inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act;
- (ii) investigate a complaint about the contravention of the bylaws or rules.

(2) If forced entry to a strata lot is required due to the need for the emergency access referred to in subsection (1), the strata lot owner shall be responsible for any reasonable costs incurred by the strata corporation for such forced entry.

(3) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

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

### **12 *Repair and maintenance of property by strata corporation***

12 (1) The strata corporation must repair and maintain all of the following:

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

- (i) the structure of a building,
- (ii) the exterior of a building,
- (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
- (iv) doors, windows (excluding latches, rollers, locks, handles, knobs, hinges and other components on those windows) and skylights on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

### **13 Dispute resolution and collection of strata property fees and special levies**

13 (1) The strata corporation may proceed under the *Small Claims Act* or the *Civil Resolution Tribunal Act*, without further authorization of the owners, to:

- (a) recover money owing to the strata corporation from an owner or other person, including money owing as a fine; or
- (b) obtain any such relief as is available to it under the *Small Claims Act* or the *Civil Resolution Tribunal Act*.

(2) An action in Small Claims Court or before the Civil Resolution Tribunal must be authorized by a majority vote of the council.

(3) The council has full authority to settle all actions commenced in Small Claims Court or before the Civil Resolutions Tribunal and all actions commenced for the collection outstanding strata property fees and special levies.

### **14 No harassment**

14 (1) Every owner, tenant or occupant of a strata lot and every employee, contractor or agent of the strata corporation is entitled to use and enjoy the strata lots and common property (including limited common property) free from harassment or abuse of any kind, (whether in person, over the telephone or in writing) which includes but is not limited to:

- (a) verbal abuse or threats of any kind,



(b) physical abuse which includes but is not limited to unwelcome touching or threats of unwelcome touching, or

(c) unwelcome remarks, jokes, slurs, or taunting about a person's race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender or age.

(2) Upon being notified by another owner, tenant or occupant verbally or in writing (a "Notifying Person"), no owner, tenant or occupant may deliver any emails, notices, or any written communications of any kind to the strata lot of any Notifying Person, except for communication that is from the strata corporation or that is authorized to be delivered to a Notifying Person under the Act, the *Strata Property Regulation* or these bylaws.

## **15 Privacy Policy**

15 (1) In addition to personal information that is collected, used and disclosed by consent or as otherwise required by law, the strata corporation collects, uses, and discloses personal information from owners, occupants and tenants for the purpose of carrying out its duties and responsibilities under the Act. The personal information collected and used includes the following:

- (a) banking or credit card information to allow pre-authorized payments ("PAP") to pay strata fees,
- (b) information regarding pets in a suite,
- (c) personal information collected through the use of video surveillance equipment,
- (d) names and contact information of all persons living in a suite, and
- (e) information created by a computerized access key fob system.

(2) The council shall develop and implement a privacy policy setting out the procedures for collecting, using, verifying and disclosing personal information. An up-to-date copy of the privacy policy shall be provided to each owner or registered tenant upon request.

(3) The council shall designate a member of the strata council as the "Privacy Officer" for the strata corporation. The Privacy Officer will have the responsibility of ensuring that the strata corporation complies with the privacy policy as well as the *Personal Information Protection Act*.

## **Division 3 -- Council**

### **16 Council size**

16 (1) The council must have at least 3 and not more than 7 members.

(2) The spouse of an owner may stand for council. For the purpose of this bylaw, "spouse" means a person who is married to an owner or who has resided with an owner for a period of two or more years in a marriage-like relationship.

### **17 Council members' terms**

17 (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.

(2) A person whose term as council member is ending is eligible for reelection.

### **18 Removing council member**

18 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

### **19 Replacing council member**

19 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, or has been absent from 3 or more consecutive meetings, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

## **20 Officers**

20 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

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

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **21 Calling council meetings**

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

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

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

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

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

## **22 Quorum of council**

22 (1) A quorum of the council is

- (a) 2, if the council consists of 2, 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.

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

## **23 Council meetings**

23 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

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

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

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

## **24     *Voting at council meetings***

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

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

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

## **25     *Council minutes and communications from owners and tenants***

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

(2) All correspondence from an owner, tenant or occupant addressed to the strata council (including complaints) must be signed, dated and include the author's unit number. The council will not consider correspondence that is unsigned or undated.

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

26 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

## **27    *Spending restrictions***

27 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

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

28 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

(3) The strata corporation must indemnify an owner for any claims made against the owner arising out of or in connection with the owner's role as a council member provided the council member has acted honestly and in good faith.

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

## **29    *Maximum fine***

29(1) The strata corporation may fine an owner or tenant a maximum of

- (a) \$500 for the contravention of a rental restriction bylaw;
- (b) \$200 for each contravention of a bylaw, and

(c) \$50 for each contravention of a rule.

(2) An owner is liable for the contravention of the bylaws by his or her tenants, invitees, licensees or visitors and is liable for all costs or expenses incurred or expended by the strata corporation in correcting, remedying or curing such infractions or violations and the same shall be charged to that owner, and shall be payable on the first day of the next month following the infraction or violation.

(3) An owner, shall be liable for and indemnify the strata corporation for any legal and administrative expenses, including legal costs on a solicitor and own client basis, incurred or expended by the strata corporation as a result of such infraction or violation or of its having to enforce these bylaws and rules.

### **30 *Continuing contravention***

30 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.

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

### **31 *Quorum***

31 (1) A quorum for a general meeting is 1/3 of the strata corporation's eligible voters, present in person or by authorized representative or by proxy.

(2) At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within 20 minutes thereafter, then the eligible voters who are present in person, by authorized representative or by proxy, shall constitute a quorum.

(3) Subsection (2) does not apply to general meetings called by voters pursuant to s. 43 of the Act.

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

32 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

### **33 Participation by other than eligible voters**

33 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **34 Voting**

34 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) Despite anything in this section, an election of council must be held by secret ballot, if the secret ballot is requested by an eligible voter.



### **35 Order of business**

35 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.

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

### **36 Voluntary dispute resolution**

36 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- (a) all the parties to the dispute consent, and
- (b) the dispute involves the Act, the regulations, the bylaws or the rules.

(2) A dispute resolution committee consists of

- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **Division 7 – Miscellaneous**

### **37 Moving**

37 (1) An owner must ensure that all moves in or out of their strata lot by an owner, tenant or occupant of their strata lot conforms to the bylaws and rules established by the strata corporation from time to time.

(2) An owner, tenant or occupant of an Apartment Strata Lot must:

- (a) move all furniture, appliances and personal effects in or out of the building between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on weekends and statutory holidays;
- (b) provide the strata council or its authorized agent with 48 hours' written notice prior to moving any furniture and effects in or out of the buildings, and provide the strata corporation with a \$50 moving fee payable in advance of the move;
- (c) arrange to obtain an elevator key and elevator protection pads;
- (d) not leave any exterior door unlocked or open unless the owner, tenant or occupant or a designated representative is present at the door to maintain security;
- (e) not allow any furniture to pile up in the lobby area, and must ensure that all common areas are left free, clean and clear upon completion of the move.

(3) Failure to notify the strata council or its authorized agent of a move-in or move-out in accordance with rule 2(b) above may result in the move being denied or having to be rescheduled.

(4) An owner, tenant or occupant must not cause damage to the common property while moving in or out of the building.

(5) If the common property is damaged as a result of the moving in or moving out of the building, the strata corporation may do what is reasonably necessary to repair such damage and may require the owner or tenant to pay the reasonable costs of remedying this bylaw contravention, including payment of reasonable legal costs as between a solicitor and his own client basis.

### **38 Vehicles and parking**

38 (1) An owner, tenant, occupant or visitor must not (without the written permission of the strata corporation):

(a) 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;

(b) keep or store uninsured vehicles on the common property, limited common property or on land that is a common asset;

(c) keep or store any vehicle that leaks or drips any fluid including gasoline, and any such fluid will be cleaned at the vehicle owner's expense;

(d) sell, lease or license parking stalls to any person other than another owner, tenant or occupant of the building;

(e) park anywhere other than a parking stall assigned to the owner's strata lot, unless permission by another owner has been given;

(f) use any parking area as a storage or work area, except for the storage of bicycles, mobility scooters, shopping carts or mobility aids which may be stored in the owner or tenant's allotted parking stall;

(g) perform automotive maintenance or repairs on a vehicle in the parking area or on common property (except in an emergency);

(h) permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones;

(i) drive a vehicle in excess of the 15 kph maximum speed limit within the parking area;

(j) back a vehicle into any exterior parking stall.

(2) Visitor parking stalls are for visitors only. Visitors must not park anywhere else on common property or land that is a common asset. A visitor's vehicle must not remain in the visitor parking for a period longer than two (2) weeks, except with the written permission of the strata council,

and all visitor vehicles must be insured.

(3) An owner, tenant or occupant may load or unload a recreational vehicle using a common property area for a period of less than 4 hours, provided that such vehicle does not impede traffic or violate any other of these bylaws.

(4) Any vehicle parked in violation of these bylaws will be towed at the vehicle owner's expense, and the strata corporation's costs of removing the vehicle will be charged to the owner of the strata lot.

### **39 Security and safety**

39 (1) Exterior entrance doors and connecting doors to the secured vehicle parking levels must be locked all times.

(2) Entry remote control devices must not be left in parked vehicles. Any damage resulting from a contravention of this rule shall be the responsibility of the owner to repair.

(3) Entry to the building is permitted only to persons who are in contact with specific strata lot owner or tenant. When entry has been granted, guests must proceed directly to the owner or tenant's residence or must be met in the lobby and escorted by the owner or tenant. Delivery persons must be escorted in and out of the building, and if the delivery requires a common area door being propped open, the door must be monitored on a continual basis.

(4) Salespersons, peddlers, canvassers and solicitors are not to be permitted entry and should be directed to contact a strata council member or caretaker.

(5) An owner, tenant or visitor entering or exiting the garage security gate must stop and wait for the gate to fully close behind his or her vehicle before proceeding in or out of the parkade, and must not allow another vehicle to enter or exit the parkade by following directly behind his or her vehicle through the parking gate.

(6) Copies of common door keys must not be made without written consent of the strata council. Common door keys must not be given to non-residents of the building.

(7) The two emergency exit doors on the ground floor of the building are for emergency use only and any non-emergency use of such doors must be approved by the strata council.

(8) All fire exits doors must be kept clear of obstruction and the strata council must be immediately notified of any problems associated with the fire exit doors.