

As filed in the land title office of British Columbia:

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

**Payment of Strata Fees**

- 1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. If an owner fails to pay strata fees at the required time, the strata corporation may charge interest at the rate of 10% per annum compounded annually and a fine of \$25.00 per month while the strata fees remain in arrears. If an owner fails to pay a special levy at the required time, the strata corporation may charge interest at the rate of 10% per annum compounded annually and a fine of \$50.00 per month while the special levy remains in arrears.

**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.

**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,
  - (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;
  - (b) up to two small caged mammals;
  - (c) up to 2 caged birds;
  - (d) two dogs or two cats or one of each.
- (4) The maximum weight of a dog allowed to be kept in the complex is 30 pounds. All pet provisions are subject to the Guide Dog and Service Act and the Human Rights Code.
- (5) An owner must ensure that all pets kept in his or her strata lot are registered with the council and the information requested by the council about the pet is provided.
- (6) An owner, tenant, occupant or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset. The owner of the applicable strata lot is responsible for the immediate clean-up of any pet excrement that occurs on common property.
- (7) A pet shall not cause a nuisance to any resident.
- (8) If the council receives a complaint about a pet, a bylaw enforcement hearing will be offered in accordance with the provisions of the Act. At the end of the hearing, the council may take no action, or do one or more of the following:
  - (a) fine the owner, or owner/tenant;
  - (b) require the owner or owner/tenant to pay the costs of remedying the contravention;
  - (c) order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed.
- (9) No one shall hang or display laundry, clothing, bedding, or any other article from a window, deck or other part of the building so that it is visible from the exterior of a strata lot.
- (10) Unless otherwise allowed in these bylaws, an owner, tenant, occupant or visitor shall not place or allow to be placed a sign, billboard, placard, notice or other advertising material on common property, or in a strata lot so that it is visible from outside the strata lot. This bylaw shall be interpreted in a manner consistent with elections legislation.
- (11) The only items allowed to be placed or kept on a deck are deck furniture, a barbecue and a reasonable number of potted plants.
- (12) Barbecues are allowed on decks and must run on only electricity or propane. No one shall operate a barbecue in the complex in a manner that unreasonably interferes with another resident's use or enjoyment of his or her strata lot or the common property. Propane tanks may only be stored on decks, away from heat or sources of ignition, in a well-ventilated area, off the ground on a non-combustible base.
- (13) An owner, tenant, occupant or visitor shall not throw any material or substance out of a window, door, deck, or other part of a strata lot or the common property.
- (14) An owner, tenant, occupant or visitor shall secure all refuse in a suitable bag, remove all bagged refuse and all recyclable material from a strata lot and deposit the bagged refuse and recyclable material in the refuse container and recyclable material container provided by the council for that purpose.
- (15) Refuse and garbage that does not fit into the garbage bin shall be removed from the complex at the expense of the individual owner and the cost shall not be borne by the strata corporation.
- (16) An owner, tenant or occupant shall not do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or prevent their growth or to interfere with the cutting of lawns or the maintenance of the grounds generally.
- (17) No one shall leave a bicycle or a shopping cart on common property.
- (18) The hallways, stairways or walkway of the building shall not be obstructed for any purpose other than ingress to or egress from any of the strata lots in the building, and the fire doors shall not be obstructed in any way.

- (19) No one shall be permitted to do construction work in a strata lot between the hours of 9:00 p.m. and 8:30 a.m., unless the work is required in response to an emergency.
- (20) An owner, tenant, or occupant shall not do or permit anything to be done that will increase the risk of fire, or the rate of fire insurance on the building or on any part thereof.
- (21) Owners are responsible for securing plants or other items on deck railings.
- (22) For window coverings in a strata lot, any surfaces that are visible from the outside the strata lot must be ivory or off-white in colour, similar in appearance to other such window coverings in the strata complex. Window coverings must be maintained in good repair and properly designed for that purpose. Sheets, blankets or foil must not be used as window coverings.

**Inform strata corporation**

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

**Obtain approval before altering a strata lot**

- 5 (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, decks 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 deck;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

**Obtain approval before altering common property**

- 6 (1) An owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.
- (2) The council may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) Without the prior written permission of the strata corporation, none of the following items may be hung, attached, installed or placed on the common property, including limited common property:
  - (a) an awning;
  - (b) an air conditioner;
  - (c) a trellis;
  - (d) a shade screen;
  - (e) a sun screen;
  - (f) an antennae;
  - (g) a satellite dish;
  - (h) a greenhouse;
  - (i) a kayak mount;
  - (j) a hot tub; or
  - (k) a deck enclosure.

**Alterations to a strata lot or common property**

- 7 (1) All alteration(s) to a strata lot as set out in bylaw 5 and any alteration to common property, including but not limited to limited common property, is subject to this bylaw and the sub-paragraphs therein, and all of these alterations will be defined as an "Alteration" for the purposes of this bylaw and sub-paragraphs.
- (2) An Alteration that has not received the prior written approval of the council must be removed at the owner's expense if the council orders that the Alteration be removed. The council can require the owner to remove the Alteration or the council can remove the Alteration and charge the cost back to the owner.
- (3) An owner who receives approval for an Alteration will be liable for all costs connected to the Alteration, including but not limited to the cost of repairing and maintaining the Alteration and the cost of repairing and maintaining the common property including limited common property and a strata lot(s) if such repair and maintenance is required as a result of the installation, use or existence of the Alteration. The council may decide, in its discretion, that the strata corporation will repair and maintain the Alteration, and perform any repairs required to the Alteration, the common property, including limited common property and one or more strata lots, and if the council so decides to perform the maintenance and/or repair, the owner of the strata lot will still be responsible for the costs. The council may require the owner to pre-pay the estimated costs of the repair and maintenance as reasonably estimated by the council. There will be a reconciliation so that the owner is charged and pays the actual amount of the repair and maintenance. The only costs in any way connected to the Alteration that the owner will not be responsible for are those covered by the proceeds of the strata corporation's insurance. The owner will be responsible to reimburse the strata corporation for any amount related to the installation, use or existence of the Alteration including any insurance deductible and any amount not covered by the strata corporation's insurance.
- (4) An owner who receives approval may be required by the council to sign an Assumption of Liability Agreement, which will be defined as "Agreement" for the purposes of this bylaw and sub-paragraphs, and the terms of the Agreement will be determined by the council. The council can retain a lawyer to draft the Agreement and the owner will be responsible to reimburse the strata corporation for this cost.
- (5) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of an approved Alteration. The council may include specified supervision or inspection as a requirement of approval.

- (6) The council may require drawings from an engineer and/or architect prior to approving an Alteration. Architectural drawings are required for any deck enclosure.
- (7) An owner who receives approval is responsible for obtaining all applicable building permit(s) prior to commencing the work. Obtaining all required permits and having all required government inspections conducted is a condition of the council's approval for the Alteration.
- (8) The Alteration must be done in a professional and workman-like manner. If the Alteration can be seen from outside the strata lot, it must be installed as inconspicuously as possible, and the colour and finish of the Alteration must be appropriate, taking into consideration the surrounding structure.
- (9) The council may require the owner to provide proof of insurance for the Alteration and the amount of the insurance required will be set by the council from time to time in its reasonable discretion.
- (10) Unless a written extension is granted by the council, the Alteration must be completed within 180 days of the approval being granted. If an extension is not granted by the council, the Alteration must be removed and the common property must be reinstated to its original condition, all at the cost of the owner.
- (11) The council may maintain, repair, or remove an Alteration if, in the opinion of the council, the Alteration is not properly repaired and maintained. All costs incurred in the repair, maintenance and/or removal will be charged to the owner of the strata lot and are his or her responsibility.
- (12) If repairs to a strata lot, the common property or the limited common property are required at any time, and those repairs reasonably require the removal of an Alteration, the owner shall pay for the cost to remove the Alteration and for the re installation and replacement of same. The re-installation and replacement will only be allowed if the council agrees to it. The council can choose whether the strata corporation will arrange and contract for the work, or whether the owner will do so.
- (13) On the sale of a strata lot, the owner will include as a term of any Contract of Purchase and Sale for the strata lot that the obligations of the owner under the Agreement transfer to the purchaser and all future owners of the strata lot, and that these obligations form a part of any subsequent Contract of Purchase and Sale.
- (14) If any subsequent owner of the strata lot refuses to sign an Agreement in substantially the same terms as the Agreement signed by the owner who applied for the Alteration, the council may either remove the Alteration and repair the adjoining common property and charge the cost of the removal and repair to the owner, or the council can order the owner to remove the Alteration and/or repair any damage to any other property caused by its existence and/or removal and pay all associated costs.
- (15) If the owner wants to remove the Alteration, the owner must negotiate the terms of the removal with the council and it is understood and agreed that the associated costs will be paid for by the owner.
- (16) Notwithstanding the generality of the foregoing bylaws, hanging, attaching or placing an awning, air conditioner, trellis, shade screen, sun screen, antennae, satellite dish, greenhouse, kayak mount, hot tub, or deck enclosure is considered an alteration and such alterations are subject to this bylaw and bylaws 5 and 6, as they may be amended from time to time.

**Permit entry to strata lot**

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

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

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

- 9 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, decks 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 decks;
  - (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) chimneys, stairs, decks 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 the common property, and
    - (v) fences, railings and similar structures that enclose decks.

**Division 3 – Council**

**Council size and membership**

- 10 (1) The council must have at least 3 and not more than 5 members.
- (2) An owner will not be entitled to be elected to the council or continue to stand on the council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the Act.

**Council members' terms**

- 11 (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.

**Removing council member**

- 12 (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.

**Replacing council member**

- 13 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.  
(2) A replacement council member may be appointed from any person eligible to sit on 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.

**Officers**

- 14 (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.

**Calling council meetings**

- 15 (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.

**Quorum of council**

- 16 (1) A quorum of the council is  
(a) 1, if the council consists of one member,  
(b) 2, if the council consists of 2, 3 or 4 members, and  
(c) 3, if the council consists of 5 members.  
(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

**Council meetings**

- 17 (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.

**Voting at council meetings**

- 18 (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.

**Council to inform owners of minutes**

- 19 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.

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

- 20 (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.

**Spending restrictions**

- 21 (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.

**Limitation on liability of council member**

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

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

**Maximum fine**

- 23 Unless otherwise provided for in the bylaws, the strata corporation may fine an owner or tenant a maximum of
- (a) \$200.00 for each contravention of a bylaw, and
  - (b) \$50.00 for each contravention of a rule.

**Continuing contravention**

- 24 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**

**Means**

- 25 (1) For the purposes of this Division, "electronic means" is defined as the means whereby individuals who are permitted under these bylaws to attend or observe an annual or special general meeting held by the strata corporation must attend or observe the general meeting by using a telephone conferencing or video conferencing platform that has been approved by Council.
- (2) For the purposes of this Division, "combined means" is defined as the means whereby individuals who are permitted under these bylaws to attend or observe an annual or special general meeting held by the strata corporation may attend or observe the general meeting either in person or by electronic means.
- (3) The strata corporation may hold an annual or special general meeting in person, by electronic means, or by combined means.

**Notice requirements**

- 26 As in the case of all other general meetings, if a general meeting is held by electronic means or combined means, the date and time of the meeting shall be set out in the notice for the general meeting. In addition to the notice requirements in section 45 of the Act, the strata corporation shall include the following information in a notice for a general meeting held by electronic means or combined means:
- (a) proxy submission information;
  - (b) login information to attend and participate in the meeting by electronic means;
  - (c) instructions regarding registration at the meeting; and
  - (d) in the case of an annual general meeting, information on the nomination and voting process for council members.

**Registration and proxies**

- 27 (1) An eligible voter who wishes to vote on a matter or matters at an annual or special general meeting held by electronic means or by combined means may vote by proxy if he or she cannot attend by electronic means or by combined means.
- (2) An eligible voter who wishes to vote by proxy at an annual or special general meeting held by electronic means or by combined means shall send Council a copy of a duly completed and signed Form A – "Proxy Appointment" to the email address provided in the notice, or by other means allowed for in the notice, at least 24 hours prior to the start time of the annual or special general meeting held by electronic means or by combined means.
- (3) The strata corporation may require any person attending or observing an annual or special general meeting by electronic means to securely show Council, or provide for Council's inspection, government issued photo identification to verify his or her identity.

**Quorum**

- 28 If at the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned for a period of fifteen minutes whereupon the adjourned meeting shall be reconvened:
- (a) in the case of an in-person general meeting, at the same place and the persons present in person or by proxy and entitled to vote shall constitute a quorum;
  - (b) in the case of an electronic general meeting, by the same electronic means as set out in the notice and the persons in attendance by electronic means or by proxy and entitled to vote shall constitute a quorum; or
  - (c) in the case of a general meeting held by combined means, at the same place and by the same electronic means as set out in the notice and the persons present in person, in attendance by electronic means, or by proxy and entitled to vote shall constitute a quorum.

**Person to chair meeting**

- 29 (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.
- (4) Notwithstanding the generality of the foregoing subsection, in the case of a general meeting held by electronic means or combined means, if neither the president nor the vice president of Council chairs the meeting, a chair must be elected by the eligible voters who are in attendance or by proxy from among those persons in attendance of the meeting.

**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.
- (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.

**Voting**

- 31** (1) At an annual or special general meeting, a vote is decided by roll call or by some other fair means determined by the chair.
- (2) If a precise count is requested, the chair must decide whether it will be by roll call, or some other fair means determined by the chair.
  - (3) 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.
  - (4) 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.
  - (5) Notwithstanding the generality of the foregoing subsections of this bylaw, if a general meeting is held by electronic means or by combined means, a vote is decided by roll call or by some other fair means determined by the chair. If both of these voting methods are objected to by an eligible voter or proxy, then voting shall take place by an alternative method approved by a majority vote of the eligible voters in attendance at the general meeting held by electronic or combined means and the proxies.
  - (6) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the strata corporation is entitled to register a lien against that strata lot under section 116 of the Act.

**Order of business**

- 32** The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives;
  - (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**

**Voluntary dispute resolution**

- 33** (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 – Insurance**

- 34** (1) An owner is deemed to be responsible for any loss or damage to the common property, any limited common property, any common assets or any strata lot and any related cost incurred by the strata corporation, when the cause of such loss or damage originated within the owner's strata lot. Subject to the rights of an owner with respect to the property insurance that the strata corporation has a duty to obtain and maintain pursuant to the Act, the owner deemed responsible for the loss or damage pursuant to the previous sentence is strictly liable to indemnify the strata corporation and save it harmless from the loss or damage and any related cost including, but not limited to, the full cost to repair the damage, the full amount of the strata corporation's insurance deductible that the strata corporation is entitled to recover from the responsible owner as stated in section 158(2) of the Act, any portion of

insurance coverage declined by the strata corporation's insurer, any amount by which the loss or damage exceeds the strata corporation's insurance coverage, any legal expenses incurred by the strata corporation in any related matter on a solicitor and own client basis, and any resulting increase in the strata corporation's insurance premiums.

- (2) In addition to the owner's responsibility in section 34(1), an owner is also deemed to be responsible for any loss or damage to the common property, any limited common property, any common assets or any strata lot and any related cost incurred by the strata corporation, when the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or the owner's tenant(s), visitor(s) or pet(s) and/or the occupant(s) of the owner's strata lot. Subject to the rights of an owner with respect to the property insurance that the strata corporation has a duty to obtain and maintain pursuant to the Act, the owner deemed responsible for the loss or damage pursuant to the previous sentence is strictly liable to indemnify the strata corporation and save it harmless from the loss or damage and any related cost including, but not limited to, the full cost to repair the damage, the full amount of the strata corporation's insurance deductible that the strata corporation is entitled to recover from the responsible owner as stated in section 158(2) of the Act, any portion of insurance coverage declined by the strata corporation's insurer, any amount by which the loss or damage exceeds the strata corporation's insurance coverage, any legal expenses incurred by the strata corporation in any related matter on a solicitor and own client basis, and any resulting increase in the strata corporation's insurance premiums.
- (3) If there is an emergency, the strata corporation may provide emergency services and charge the cost back to the owner of the strata lot, if the owner would be responsible for the cost as per the owner's duty to repair and maintain his or her strata lot, or otherwise responsible for the costs pursuant to legal principles.
- (4) For the purposes of this bylaw, any amount which an owner is responsible to pay the strata corporation shall be assessed against the owner's strata lot and included in the statement of account for that strata lot.

#### **Division 8 – Emergency Costs**

- 35 (1) If there is an emergency, the strata corporation may provide emergency services and charge the cost back to the owner of the strata lot, including but not limited to the cost of access to the strata lot, if the owner would be responsible for the cost as per the owner's duty to repair and maintain his or her strata lot, or otherwise responsible for the costs pursuant to legal principles.
- (2) For the purposes of this bylaw any amount which an owner is responsible to pay the strata corporation shall be assessed against the owner's strata lot and included in the statement of account for that strata lot.

#### **Division 9 – Small Claims**

- 36 (1) The council, on behalf of the strata corporation, may sue an owner or other person under the Small Claims Act to collect money owing to the strata corporation for any reason without the need for authorization by a  $\frac{3}{4}$  vote.
- (2) The council, on behalf of the strata corporation, may settle, discontinue or dismiss a lawsuit referred to in paragraph (1) of this bylaw without the need for authorization by a  $\frac{3}{4}$  vote.

#### **Division 10 – Legal Fees**

- 37 (1) If the strata corporation, pursuant to section 133 of the Act, requires a person to pay the reasonable cost of remedying a contravention of the strata corporation's bylaws or rules then, regardless if litigation is commenced, that reasonable cost is deemed to include legal fees incurred by the strata corporation on a solicitor and own client basis, expert fees, and all other money reasonably spent by the strata corporation to remedy the contravention.
- (2) If the strata corporation incurs reasonable costs to recover the deductible portion of an insurance claim from an owner that is responsible for the loss or damage that gave rise to the claim, regardless whether the costs are incurred before or during litigation, then those costs, including legal fees on a solicitor and own client basis, expert fees and all other expenses incurred are recoverable from the owner and the strata corporation may assess the costs against the owner and include the costs in the statement of account for that strata lot.
- (3) If the strata corporation incurs reasonable costs in its effort to recover any amount due to the strata corporation from an owner or other person, then the strata corporation may add those costs to the amount due to the strata corporation and recover them from that owner or other person, regardless if litigation was commenced, and those costs are deemed to include legal fees on a solicitor and own client basis, expert fees and all other money reasonably spent by the strata corporation in recovering the amount due to it.

#### **Division 11 – Landlord**

- 38 (1) Before a landlord rents all or part of a strata lot, the owner must give the prospective tenant a copy of the current bylaws and rules, and a Form K ("Notice of Tenant's Responsibilities") in the prescribed form.
- (2) Within two weeks of renting all or part of a residential strata lot, the owner must give the strata corporation a copy of the Form K ("Notice of Tenant's Responsibilities") signed by the tenant, in accordance with section 145 of the Act.

#### **Division 12 – Prohibition Against Short-Term Use**

- 39 (1) In this bylaw, "Short-Term Rental" means the use of all or part of a strata lot, in exchange for remuneration, as a vacation, travel or temporary accommodation lasting less than 90 consecutive days.
- (2) An owner, tenant or occupant shall not allow his or her strata lot to be utilized for a Short-Term Rental without written approval from the council to do so.
- (3) The council, on behalf of the strata corporation, may fine an owner or tenant that contravenes this bylaw the maximum amount and, in the case of a continuing contravention the maximum fine applies at the maximum frequency set out in the Act and the Regulation in force at the time of the

contravention. As of the date this bylaw is passed, the maximum fine is \$1,000.00 per contravention and the maximum frequency for imposing this fine in case of a continuing contravention is daily.

#### **Division 13 – Vehicles and Parking**

- 40 (1) Every motor vehicle on common property must be insured. If a motor vehicle on common property is unlicensed, the owner of the vehicle must provide proof of storage insurance to the council within seven (7) days of such proof being requested, or the motor vehicle may be towed by the council without further warning, at the cost of the owner of the vehicle.
- (2) An owner, tenant or occupant shall only use the parking space that has been specifically assigned to his or her strata lot and a parking space assigned to another strata lot, if an arrangement has been made with the owner of that strata lot. The strata corporation will not enforce private parking arrangements.
- (3) The parking space assigned to a strata lot shall not be rented or leased to a non-resident.
- (4) An owner, tenant or occupant shall not leave any debris in the parking area.
- (5) No repairs or adjustments to a motor vehicle or other mechanical equipment shall be carried out on common property. No one shall do an oil change on a vehicle or maintenance involving fluids on the common property.
- (6) No one shall drive a motor vehicle on the common property at over 10 km/h.
- (7) No one shall park any vehicle in a manner which reduces the width of the roadway or impedes the flow of traffic in the underground parking area or on the ramp.
- (8) The owner of the applicable strata lot is responsible to clean up any oil, or other fluid from a vehicle that drips on common property. If the owner fails to clean up the common property, the council can arrange for it to be cleaned up and charge the cost of doing so to the owner. The owner of the motor vehicle dripping oil must repair the motor vehicle without delay so that it does not cause further leaks on to common property.

#### **Division 14 – Illegal Activity**

- 41 When the strata corporation determines that illegal activity is taking place in a strata lot or on common property, an owner, tenant or occupant, regardless of whether they had knowledge, notice or forewarning of such illegal activity, must pay all costs incurred by the strata corporation in connection with the investigation and removal of such illegal activity, including, without limitation, any increases in insurance, disposal costs and the costs to repair damages to any strata lot or common property, including limited common property.

#### **Division 15 – Cannabis**

- 42 (1) Growing or cultivating any cannabis plant(s) is prohibited everywhere in the complex, including but not limited to:
- (a) in a strata lot;
- (b) on common property, including but not restricted to limited common property; and
- (c) on a common asset.
- (2) Producing, marketing, selling or distributing cannabis is prohibited everywhere in the complex including, but not limited to:
- (a) in a strata lot;
- (b) on common property, including but not restricted to limited common property; and
- (c) on a common asset.
- (3) An owner, tenant, occupant or visitor must not alter a strata lot, common property, including but not restricted to limited common property, or a common asset to grow or cultivate any cannabis plants or to produce, market, sell or distribute cannabis.
- (4) All persons, including but not limited to owners, tenants, occupants and their visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by any occupants of their strata lot, any visitors to their strata lot or anyone else they invite or permit into the complex.
- (5) Notwithstanding anything else in the bylaws, the owners acknowledge that council can make reasonable accommodation for one or more individuals in accordance with the provisions of the Human Rights Code.

#### **Division 16 – Selling of Strata Lots**

- 43 An owner of a strata lot, when selling his or her strata lot, will not permit "For Sale" signs to be placed on or about the common property except as allowed for by the council from time to time.

#### **Division 17 – Severability and Interpretation**

- 44 (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires. The terms "resident" or "residents" refer to those individuals residing in the building, whether as owners, tenants or other occupants.