

# STRATA BYLAWS

## Strata Plan EPS7275

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### Division 1 — Duties of Owners, Tenants, Occupants and Visitors

#### 1. Payment of strata fees

- (1) Owners must pay strata fees on or before the first day of the month to which the strata fees relate, and must provide the strata council or the Property Manager with 12 post-dated cheques or authorize electronic funds transfer.
- (2) Any owner in arrears of seven (7) days shall be subject to an additional fine of THIRTY-FIVE Dollars (\$35.00) for each occurrence. Damage invoices outstanding over 30 days will be assessed an additional late payment penalty of \$100.00 (on hundred dollars) for each additional 30 days (or part thereof) that they remain unpaid. A charge of up to \$50.00 may be made against an owner for any N.S.F. cheque issued by that owner.
- (3) The strata corporation may charge interest at the rate of TEN (10%) percent per annum compounded annually, on all late monthly assessments, special levies and user fees. Such interest shall be deemed to be part of unpaid strata fees and special levies for the purposes of Section 116 of the strata Property Act.
- (4) Funds received from an owner which the owner does not explicitly designate as a payment of strata fees, may be applied to existing amounts owed in the following order:
  - (a) Firstly, against fines, NSF fees and the costs of remedying a contravention;
  - (b) Secondly, against money owed to the strata corporation or Section with respect to an owner's liability for payment of the strata corporation's deductible or other un-insured loss for which the owner is responsible for;
  - (c) Thirdly against user fees;
  - (d) Fourthly, against interest on arrears;
  - (e) Fifthly against amounts owing on an unpaid special levy;
  - (f) Sixthly, against amounts owing on unpaid strata fees; and
  - (g) Lastly, against current strata fees.

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

- (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. Use of property

- (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,

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- (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.
  - (f) No more than two vehicles are allowed per strata lot.
- (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) Use any cooking devices or barbecues on patios, balconies or common property except those fueled by propane, electricity or natural gas.
- (4) An owner, tenant, occupant or visitor must not;
- (a) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other resident;
  - (b) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
  - (c) leave on the common property or any limited common property, any shopping cart, or any other item designated from time to time by the council;
  - (d) feed seagulls or other birds, with the exception of humming birds, from the windows or balcony of a strata lot, or on common property;
  - (e) allow their strata lot to become unsanitary, a source of odors, or pests;
  - (f) install any window coverings, visible from the exterior of the strata lot, which are different in size or color from the original building specifications;
  - (g) Hang or display any laundry, washing, clothing, beddings or other articles from windows or other parts of a strata lot so that they are visible from the outside of the building
  - (h) use or install in or about a strata lot any shades, awnings, windows or balcony guards, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council; and
  - (i) Fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar structure or appurtenance thereto.

#### 4. Noise

- (1) An owner, tenant, occupant or visitor must not;
- (a) 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 10:00pm and 8:00am, or that encourages loitering by persons in or about the strata lot or common property;
  - (b) use an musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other resident;

#### 5. Inform strata corporation

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- (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.
6. Obtain approval before altering a strata lot
- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
    - (a) the structure of a building;
    - (b) the exterior of a building;
    - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
    - (d) doors, windows or skylights on the exterior of a building, or that front on common property;
    - (e) mechanical, electrical or plumbing systems;
    - (f) fences, railings or similar structures that enclose a patio or balcony or yard, common property located within the boundaries of a strata lot;
    - (g) those parts of the strata lot which the strata corporation must insure under s. 149 of the *Strata Property Act*;
    - (i) all or a portion of flooring in a strata lot located above the ground floor;
    - (j) significant betterments to the strata lot including, but not limited to, the construction or removal of interior walls;
    - (k) common property, including limited common property; and,
    - (l) common assets.

an owner must first:

- (a) obtain the written consent of the strata council authorizing the alteration;
  - (b) obtain owner approval at a general meeting to alter a strata lot's boundaries or make significant changes to the use or appearance of the common property, pursuant to sections 70(4) and 71 of the Act, if applicable,
  - (c) satisfy the conditions or agree to satisfy the conditions attached to the grant of permission by the strata council.
- (2) It is the intent of this bylaw that liability for Alterations shall attach to an owner and to a subsequent owner of each strata lot even though a subsequent owner is not a signatory to an Indemnity & Alteration Agreement. The strata corporation will ensure that a copy of all Indemnity & Alteration Agreements for a strata lot are kept on file and upon request, provided to purchasers of that strata lot. Alteration and Indemnity Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.

#### **Application Procedure**

- (3) The application of the owner for an Alteration shall be in writing and shall enclose the following (the "Application"):
  - (a) details of the proposed Alteration;

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- (b) Detail plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions;
  - (c) name of proposed qualified/licensed contractor(s) who will perform the work;
  - (d) any other documents or information which the strata council may reasonably require in order to grant permission.
- (4) Upon receipt of an application for an alteration, the strata council shall, in writing, within four (4) weeks from the date of receipt of the Application or an Amended Application:
- (a) request further information,
  - (b) approve the Application or Amended Application; or
  - (c) reject the Application or Amended Application.

**Conditions for Approval**

- (5) The strata council may retain, in its discretion, professional or other consultants to advise and assist the strata council in reviewing the design and specifications of any proposed alterations. Any costs incurred by the strata council as a result of retaining such advisors or consultants shall be assessed against the owner requesting such alterations and become due and payable on the first month following the assessment.
- (6) The strata council may impose any one or more of the following conditions on a strata lot owner approved for the alteration:
- (a) assume responsibility for any expenses related to the alteration;
  - (b) perform the work or cause the work to be performed at the owner's sole cost;
  - (c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
  - (d) produce a copy of a valid building permit to the strata council prior to the commencement of the work, if required by the municipality;
  - (e) employ qualified and licensed contractors or subcontractors to perform the work;
  - (f) employ at the owner's sole cost a qualified building envelope professional, if required in the sole discretion of the strata council, to prepare specifications and provide inspection services for the work;
  - (g) rectify deficiencies to the work in a timely fashion and to the satisfaction of the strata council, failing which the strata corporation may perform the work and collect the costs of same from the applicant, including costs as between a solicitor and his own client;
  - (h) observe any repair and maintenance schedule or policy imposed by the strata corporation from time to time for the work;
  - (i) indemnify the strata corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his own client;
  - (j) assume all responsibility for the repair, maintenance or replacement of the Alteration;
  - (k) obtain appropriate insurance for the Alteration and provide the strata corporation with evidence of coverage upon request;

- (l) assume responsibility for all future expenses related to the Alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the strata council;
- (m) execute an Alteration and Indemnity Agreement in a form satisfactory to the strata corporation;
- (n) agree to inform a subsequent purchaser of the strata lot of the terms of the Alteration and Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Alteration and Indemnity Agreement;
- (o) provide the strata corporation with a written assurance upon completion of the Alteration certifying compliance with the terms of this bylaw and, where applicable, section 70(4) of the *Strata Property Act*; and,
- (p) any other conditions reasonably required in the opinion of the strata council given the nature of the proposed Alteration.

#### **7. Obtain approval before altering common property**

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to Common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.
- (3) Residents will not add to or alter any of the trees, plants, bushes, flowers, lawns or landscaping features without prior written consent of the strata corporation, and will not cause damage to any such trees, plants, bushes, flowers, lawns or landscaping features.

#### **Alterations Installed without Permission**

- (4) If an Alteration has been installed or constructed without the prior written permission of the strata council ("Unauthorized Alteration"), then the owner of that strata lot may apply to the strata corporation for permission to retain the Unauthorized Alteration.
- (5) The strata council may refuse to approve the Unauthorized Alteration and may require its removal or the restoration of the strata lot to its former condition. The strata corporation may also enter on to the strata lot and remove the Unauthorized Alteration and restore the strata lot to its previous condition pursuant to section 133 of the *Strata Property Act*.
- (6) If the strata council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (7) The strata council is authorized in its sole discretion to take legal proceedings including an application to the Supreme Court pursuant to section 171(1) (b) of the *Strata Property Act* against the owners of the Unauthorized Alterations for any remedy, judgment or order recommended in the opinion of legal counsel and available to the strata corporation by law, including an application for a mandatory injunction to compel removal of the Unauthorized Alteration.

#### **8. Permit entry to strata lot**

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

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

### **9. Repair and maintenance of property by strata corporation**

- (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, 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 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.
    - (vi) any portion of a sprinkler system servicing the development that may be located in a strata lot.

**Division 3 — Council****10. Council size**

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

**11. Council members' terms**

- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.
- (3) to (5) [Repealed 1999-21-51.]

**12. Removing council member**

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

**13. Replacing council member**

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

**14. Officers**

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

**15. Calling council meetings**

- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
  - (a) all council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all council members either
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

**16. Quorum of council**



- (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,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

#### **17. Council meetings**

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
  - (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

#### **18. Voting at council meetings**

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

#### **19. Council to inform owners of minutes**

- (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.

#### **20. Delegation of council's powers and duties**

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (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.

## **21. Spending restrictions**

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

## **22. Limitation on liability of council member**

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

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

## **23 Bylaws and Enforcement Options**

- (1) Owners, occupants, tenants and visitors are required to comply with the Bylaws as amended from time to time.
- (2) The Strata Corporation may, after complying with the provisions of section 135 of the *Strata Property Act*:
  - (a) fine an owner a maximum of:
    - (i) up to TWO HUNDRED DOLLARS (\$200), at the discretion of the Council, for each contravention of a bylaw; and
    - (ii) up to FIFTY DOLLARS (\$50), at the discretion of the Council, for each contravention of a rule.
  - (b) do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
    - (i) entering into and doing work on or to a strata lot, the common property or common assets, and,
    - (ii) removing objects from the common property or common assets.
  - (c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130;
  - (d) if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven (7) days, impose a fine for such breach every seven (7) days;
- (3) The Strata Corporation may:

- (a) commence and prosecute small claims actions for the recovery of any monies owing to the Strata Corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote;
- (b) commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$7,500 per case, to conduct the proceedings; and
- (c) make a request under section 4 of the Civil Resolution Tribunal Act asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings.

#### **24. Full Indemnity For Enforcement Costs**

- (1) Should the Strata Corporation:
  - (a) seek legal advice, use a lawyer to send demand letters, or undertake any legal action or arbitration with respect to a breach by an owner, tenant or occupant of any strata lot of the Strata Property Act, the Strata Property Regulations, the bylaws or rules or any amendments thereto, then the owner of the strata lot shall be responsible for and shall pay all of the Strata Corporation's legal costs incurred on a solicitor and own client basis; or
  - (b) undertake work to remove an item or items from the common property, or undertake work on the common property or a strata lot to remedy a breach by an owner, tenant or occupant of any strata lot of the Strata Property Act, the Strata Property Regulations, the bylaws or rules or any amendments thereto, then the owner of the strata lot shall be responsible for and shall pay all the reasonable costs of remedying the contravention.
- (2) Subject to the discretion of the council, any legal costs or expenses so incurred by the Strata Corporation arising out of an owner's breach of the bylaws or the *Strata Property Act* may be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal costs or expenses are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.

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

#### **25. Quorum Bylaw**

- (1) Business must not be conducted at an Annual or Special General Meeting of the Strata Corporation unless a quorum is present.
- (2) A quorum for an Annual or Special general meeting of the Strata Corporation is 1/3 of the eligible voters of the Strata Corporation, present in person or by proxy.

- (3) If within 15 minutes from the time appointed for an Annual or Special General Meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, and in any other case, the meeting stands adjourned to 30 minutes from the time appointed for the meeting, and if at the end of that time a quorum is still not present, the eligible voters present in person or by proxy shall be deemed to constitute a quorum unit the meeting is terminated.

## **26. Person to chair meeting**

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

## **27. Participation by other than eligible voters**

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

## **28. Voting**

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

## **29. Order of business**

- (1) The order of business at annual and special general meetings is as follows:
  - (a) certify proxies and corporate representatives and issue voting cards;

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

#### **Division 6 — Voluntary Dispute Resolution**

##### **30. Voluntary dispute resolution**

- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
  - (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) 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 — Marketing Activities by Owner Developer**

##### **31. Display lot**

- (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

#### **Division 8 -- Insurance and Other Perils**

**32. Insurance and Risk Allocation**

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every two years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (2) For purposes of section 149(4)(b) of the *Strata Property Act*, the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
  - (a) earthquake insurance; and,
  - (b) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00 or such lesser amount as may be available.
- (3) Subject to the regulations and this bylaw, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1).
- (4) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.
- (5) An Owner, tenant, occupant or visitor must not:
  - (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
  - (b) 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.
- (6) An owner shall reimburse the Strata Corporation maintenance, repair or replacement costs plus any losses or damages to an owner's strata lot, the common property, the limited common property or the contents of same, if:
  - (a) that owner is responsible for the loss or damage; or
  - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
    - (i) that owner; or,
    - (ii) any member of the owner's family; or,
    - (iii) the owner's pet(s); or,
    - (iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets,
    - (v) but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.
- (7) For greater certainty, an owner is responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act.
- (8) Without restricting the generality of the foregoing, an owner is responsible for:
  - (a) any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's strata lot including, but not limited to the following:
    - (i) dishwasher;

- (ii) refrigerator with ice/water dispensing capabilities;
  - (iii) garborator ;
  - (iv) hot water tank;
  - (v) washing machine;
  - (vi) toilet, sink, bathtub and/or shower;
  - (vii) air conditioner;
  - (viii) fish tank;
  - (ix) fireplace;
  - (x) plumbing pipes, fixtures and hoses located wholly within the strata lot, and which service only that strata lot; or,
  - (xi) any other similar type of appliance, equipment or fixture.
- (b) any damage arising out of any Alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that Strata Lot; and,
- (c) any damage to property that an owner is required to repair or maintain.
- (9) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (11) An owner shall obtain and maintain an insurance policy to cover:
- (a) the losses described in section 161 of the Act;
  - (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave rise to the claim;
  - (c) any Alteration;
  - (d) any betterments or changes to the buildings or fixtures built by the developer; and
  - (e) losses from water escape and rupture.
- (12) Owners must provide proof of their insurance policy to the Council within 7 days of receipt of a written request from the Council.

#### **Division 9 - Miscellaneous**

### **33. Pets**

- (1) An owner, tenant, occupant or visitor must not keep any pets, or animals on a strata lot or the common property other than the following:

- (a) a reasonable number of fish or other small aquarium animals in an aquarium of less than 100 litres, excluding snakes;
  - (b) up to 2 small caged mammals such as hamsters or guinea pigs;
  - (c) One (1) domestic house cat; and
  - (d) One (1) dog.
- (2) An owner, tenant, occupant or visitor must ensure that all animals are leashed and otherwise properly secured and accompanied by the owner, tenant, occupant or visitor when on the common property or on land that is a common asset.
- (3) An owner, tenant, occupant or visitor must accompany his or her pet when on the common property or on land that is a common asset, and must immediately remove any excrement deposited by the pet on the common property.
- (4) Responsibility for damages caused by pets to the common property or common assets and for injuries caused to any person are the responsibility of the relevant owner, tenant, occupant or visitor, in accordance with these bylaws and any applicable law.
- (5) Should the Strata Council receive complaints about a pet (which must be in writing) it will investigate the complaints and if any permitted pets are found to be a nuisance, then the Strata Council may fine the owner, require the owner to repair any damage cause by the pet, or require said owner, occupant or tenant to remove such pet from the Strata Corporation on FOURTEEN (14) days written notice.
- (7) Any prohibition or limit on the keeping of dogs under bylaw 3.1(1) above will not apply to dogs certified under the *Guide Dog and Service Dog Act*.

For the purposes of bylaw 3.1(5) a nuisance shall be defined as aggressive behaviour towards other owners or their pets, creating unreasonable noise in the form of prolonged barking or howling, or repeatedly causing damage to the Common property or Limited common property. For the purposes of these bylaws, prolonged barking or howling is defined as barking or howling for more than 5 minutes in an hour.

#### **34. Prohibition against use of strata lot as a short-term rental.**

- (1) For the purposes of this bylaw “short-term rental” means:
- (a) the use of all or a part of a strata lot for the accommodation of persons including but not limited to travellers and the vacationing public for periods of under 30 days, and without limitation includes vacation rentals, executive rentals, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation;
  - (b) and includes situations involving any of the uses set out in subsection (1)(a) where a license is granted or a rental agreement is entered into for a period of longer than one month, where the occupant under the license agreement or tenant under the rental agreement occupies the strata lot for less than month; but
  - (c) does not include the accommodation of visitors without receipt of remuneration.
- (2) Owners, occupants and tenants may not:
- (a) rent, lease, or provide a license of occupancy to all or any part of their strata lot for use as a short term rental; or
  - (b) market, list, offer or advertise all or any part of their strata lot as being available for use as a short term rental.



- (3) Notwithstanding bylaw 26(1), where an owner, occupant or tenant subsection (2)(a) the Council may fine the owner of the strata lot up to \$1,000.00 or such higher amount as then permitted under the Strata Property Regulation, for each night the strata lot is used as a short-term rental.
- (4) Notwithstanding bylaw 26(1), where an owner, occupant or tenant subsection (2)(b) the Council may fine the owner of the strata lot up to \$200.00 or such higher amount as then permitted under the Strata Property Regulation, for each time the strata lot is advertised or marketed as being available for use as a short term rental.

### **35. Signage**

- (1) An owner, tenant or occupant of a residential strata lot shall not:
  - (a) erect or permit to be erected or to remain any signs, fences, billboards, placards, advertising or any other fixture or fitting of any kind whatsoever external to any part of a strata lot or of the common property, except a temporary notice to sell the strata lot of a size, style and location approved by the strata council;
  - (b) erect or display signs, fences, gates, billboards, placards, advertising, or notices of any kind on the door and windows of a strata lot or on common property, common facilities or other assets of the strata corporation; and,
  - (c) place or adhere a lock box on the common property or the strata lot without the prior written permission of the strata council.

### **36. Garbage and recycling**

- (1) Owners, occupants and tenants must not drop, throw, sweep goods, or otherwise dispose of garbage, paper, sweepings or other refuse out of the windows, doors, patios and balconies of the strata lots or building, nor shall residents shake mops, dusters, tablecloths, rugs or similar articles from the windows or balcony of a strata lot or common property.
- (2) Owners, occupants and tenants must store Garbage containers under the front porch at all times.
- (3) Owners, occupants and tenants must place their bins out for pick no more than 24 hours before the assigned day and store the bins back in the garage with in 24 hours of pick up.
- (4) Any materials other than ordinary household refuse and garbage must be removed from the property by or at the expense of the individual owner.

### **37. Parking and Storage**

- (1) An owner, tenant, occupant and their visitors shall not park, leave or store the following on the common property:
  - (a) An uninsured, or unlicensed vehicle, including cars, trucks and motorcycles without the prior written approval of the strata council, which approval may be granted subject to conditions which conditions may include the provision of written proof of storage insurance to the strata council. Any vehicle that is not licensed, must display proof of insurance on the left hand side passenger or driver's window;
  - (b) a derelict or unserviceable motor vehicle;
  - (c) a motorhome, recreational vehicle, trailer, trucks larger than a 1-ton pickup truck campers, boats or a similar type of vehicle without the prior

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- written approval of the strata council which approval may be granted subject to conditions;
- (d) a commercial vehicle including a transport, logging truck, vans, dump truck, bus or other similar vehicle without the prior written approval of the strata council, which approval may be granted subject to conditions;
  - (e) vehicles that are leaking oil or other fluids; and,
- (2) An owner, tenant, occupant and their visitors shall not:
- (a) conduct significant: repairs, modifications, adjustments, maintenance or servicing to a motor vehicle on common property;
  - (b) park a vehicle on the common property in a manner which may compromise the safety or security of the residents of the complex or impede the ability of owners to access or egress the complex, their vehicles or their parking stalls;
  - (c) park any vehicle in a manner which will reduce the width of any roadway on the common property;
  - (d) exceed the speed limit of ten (10) kilometres per hour on the common property; and
  - (e) No honking or other noise which is a nuisance will be made by an vehicle on the common property; or
  - (f) park a visitor's vehicle in the visitors' parking space for more than one (1) day without the express written consent of the strata council.
- (3) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the strata corporation and save it harmless from and against all costs incurred by the strata corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.