

**Tribe**  
**Community Mgmt**  
**With ♥**

# BYLAWS

LMS3942

THE LIONS



# BYLAW AMENDMENTS

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# LMS3942 – THE LIONS SCHEDULE OF BYLAWS

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## DEFINITIONS

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

- (a) “**alteration**” includes, but is not limited to, the replacement of an existing item, whether or not the replacement is identical to the item being replaced, the affixing of an item to a wall, floor or ceiling, such as a nail or other similar material, and the placing of an item that is kept in place by its own weight, even if such item can be removed without damage to a strata lot, the common property, limited common property, or a common asset;
- (b) “**common property**” includes, but is not limited to, limited common property, unless specifically stated to be otherwise in these bylaws;
- (c) “**occupiers**” means collectively owners, tenants and occupants and an “**occupier**” means collectively, an owner, a tenant and an occupant;
- (d) “**strata council**” means council as required under the Act;
- (e) “**strata insurance**” means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws;
- (f) “**commercial strata lots**” means strata lots 1 to 10 inclusive and a “commercial strata lot” refers to any of them;
- (g) “**residential strata lots**” means strata lots 11 to 463 inclusive and a “residential strata lot” refers to any of them.

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

## DIVISION 1 -- DUTIES OF OCCUPIERS AND VISITORS

### 1. Compliance with bylaws and rules

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

### 2. Payment of strata fees

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with 2.1, outstanding strata fees will be subject to:

- (a) an interest charge of 10% per annum; and
  - (b) a fine of up to \$200.00
- 2.3 If payment is made by cheque or automatic debit, each dishonoured payment will be subject to a fine of up to \$35.00.
- 2.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.5 Where an owner fails to pay a special levy in accordance with 2.4, the outstanding special levy contributions will be subject to:
- (a) an interest charge of 10% per annum; and
  - (b) a fine of up to \$200.00
- 2.6 An owner who fails to pay strata fees or special levies in accordance with bylaws 2.1 and 2.4 must compensate and indemnify the strata corporation for any legal and administrative costs in collecting the amounts owing, including but not limited to filing a lien on the owner's strata lot and any related legal costs incurred or expended by the strata corporation on a full indemnity basis to enforce the lien through a forced sale proceeding under s. 117 of the *Act*.
- 2.7 Payments received from an owner for an account in arrears shall be applied to the owner's earliest arrears.

### **3. Repair and maintenance of property by owner**

- 3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws. In addition to and without limiting this bylaw 3.1, an owner must:
- (a) repair and maintain anything located within the owner's strata lot, except for common property or anything that is otherwise the responsibility of the strata corporation to repair and maintain under these bylaws;
  - (b) not allow a strata lot to become unsanitary or untidy.
- 3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 3.3 Despite bylaw 15.1 and without limiting bylaw 3.2, an owner who has the use of a balcony, patio or terrace that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such balcony, patio or terrace (including cleaning of the surface of the balcony, patio or terrace and associated railings, as well as the removal of debris from any associated drains).



**4. Use of property – all strata lots**

- 4.1 An occupier 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(s);
  - (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 otherwise contrary to any applicable laws (including the provisions, rules, regulations or ordinances of any statute, whether federal or provincial, or any municipal by-laws); or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 4.2 An occupier 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. Without limiting the foregoing, an occupier or visitor must not remove or cause damage to any trees, plants, bushes, flowers, lawns or other vegetation on common property and land that is a common asset;
- 4.3 An occupier or visitor must not do, or omit to do, whether deliberately, accidentally or inadvertently, anything which may adversely affect the strata insurance, including, not exhaustively, anything which may:
- (a) increase the rate of any premium applicable to or any deductible under the strata insurance;
  - (b) result in the cancellation or voiding of any policy of strata insurance; or
  - (c) result in the loss of any insurance coverage that the strata corporation would ordinarily obtain.
- 4.4 Unless granted prior written permission of the strata corporation, an occupier or visitor must not:
- (a) 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;
  - (b) display Christmas lights and other seasonal decorations except between November 15 and January 15. An occupier displaying such lights and decorations must ensure such lights and decorations are not attached or installed in a way that causes damage to the exterior of the strata lot or to limited common property, common property or land that is a common asset;

- (c) 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;
- (d) place any items on common property or any limited common property other than in storage lockers or any other place designated by the strata council from time to time for the storage of items;
- (e) throw or discard anything from any window, balcony, patio or terrace, including cigarette butts, or shake any rugs, carpets, mops or dusters of any kind from any part of a strata lot or common property;
- (f) enter any part of the common property or land that is common asset to which access is restricted by the strata council, including but not limited to the roof, electrical rooms and mechanical rooms;
- (g) use or permit any part of a strata lot, limited common property, common property, or land that is a common asset as a site for cultivating, growing, manufacturing, packaging, processing, storing, dispensing, producing, harvesting, marketing, selling or distributing marijuana or cannabis, marijuana/cannabis derived products, related products and accessories, and/or any controlled substances (whether licensed or otherwise);
- (h) leave any shopping cart on the common property, limited common property, or land that is a common asset;
- (i) leave any common property entrance or fire door unlocked, open, propped open or otherwise rendered insecure;
- (j) transport any bicycle through the building interior except through the underground parking level (P1) off Jervis and Broughton Streets;
- (k) keep or store a live or fresh cut Christmas tree in a strata lot or on the common property;
- (l) use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.

## **5. Use of property – commercial strata lots**

5.1 Unless granted prior written permission of the strata corporation, an occupier of a commercial strata lot must not use the strata lot for:

- (a) residential use, or any other use that is not permitted under applicable zoning and other municipal bylaws; and/or
- (b) any business that does not have all valid and current permits and licenses as may be required by local, municipal, provincial or federal laws.

5.2 An occupier of a commercial strata lot must not place or display signs on a strata lot unless:



- (a) the sign complies with applicable city bylaws and otherwise complies with the strata corporation's signage guidelines.
  - (b) the owner or tenant obtains the advanced written permission of the strata corporation to display the sign;
  - (c) the signs are kept in good and working condition.
- 5.3 Without limiting bylaw 5.2, an occupier of a commercial strata lot must not place or permit to be placed any signs, merchandise, displays or other material on any common property or limited common property without the prior written approval of the strata corporation.
- 6. Use of property – residential strata lots**
- 6.1 An occupier or visitor must not use, or permit to be used, the residential strata lot except as a single family dwelling. For the purposes of this bylaw 6.1, “**single family**” refers to individuals related by blood, marriage or marriage like relationship, or adoption.
- 6.2 A residential strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether or not arranged through websites such as Airbnb, VRBO, Premiere Executive Suites, Corporate Stays or through companies that advertise this type of accommodation. For the purposes of this bylaw 6.2, “**short-term accommodation**” refers to stays of less than 30 days. Without limiting the generality of the foregoing, an occupier must not enter into a license for the use of all or part of a strata lot for accommodation purposes of for a period of less than 30 days. Any breach of this bylaw 6.2 is subject to a fine of up to \$1,000 per day.
- 6.3 An occupier must not directly or indirectly, advertise, market, promote the use or license of any residential strata lot or part thereof for short term rentals less than 30 days.
- 6.4 Unless granted prior written approval by the strata council, an occupier must not allow more than:
- (a) two persons to occupy a residential strata lot originally designated by the owner developer as a studio unit;
  - (b) three persons to occupy a residential strata lot originally designated by the owner developer as a one bedroom unit;
  - (c) four persons to occupy a residential strata lot originally designated by the owner developer as a two bedroom unit.
  - (d) five persons to occupy a residential strata lot originally designated by the owner developer as a three bedroom unit.

For the purposes of this bylaw 6.3, a “person” is defined to include minors, but exclude visitors staying for less than 30 days with an occupier of a strata lot. An occupier who alleges hardship as a result of the operation of this bylaw 6.3 may appeal to the strata

council for permission to be exempt from this bylaw 6.3 on the basis of hardship and the strata council must not unreasonably refuse the appeal.

6.5 An occupier or visitor of a residential strata lot must not do any of the following:

- (a) except as permitted by these bylaws, erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising notices, real estate signs, or other fixtures of any kind on the common property or in a strata lot that can be seen outside of the strata lot, unless first authorized in writing by the strata council. This bylaw 6.5(a) applies to exterior painting and the addition of wood, ironwork, concrete or other materials;
- (b) permanently install or hang or apply anything to or on a window of the residential strata lot that can be seen from the exterior of a strata lot, other than window coverings that are white in colour and are originally installed by the owner developer; Despite the foregoing, an occupier may only replace interior window coverings with “Advantage 034 horizontal mini blinds” or roller blinds, or vertical blinds, or such interior window covering as may first be approved in writing by the strata council from time to time;
- (c) permanently or temporarily place, erect or install anything on limited common property, common property or land that is a common asset except as permitted by these bylaws or the rules of the strata corporation adopted from time to time. Despite the foregoing, an occupier may place the following items on a balcony, patio or terrace that has been designated for the exclusive use of a strata lot:
  - (i) free-standing, self-contained planter boxes or containers; and
  - (ii) summer furniture and accessories. For clarity, summer furniture and accessories do not include a pergola; Gazebo; umbrella; hot tub; arbor; shed; or a canopy.
- (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) store any hazardous or combustible material in a residential strata lot or on common property, other than fuel used in outdoor gas or propane barbeques, and such fuel must only be stored outside on the occupier’s limited common property balcony, patio or terrace;
- (f) use or store any cooking device on any balcony, patio or terrace other than a natural gas, propane or electric barbecue;
- (g) use the strata lot for any purpose which involves undue traffic in or about the strata lot or common property, or that encourages loitering by persons in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground;
- (h) post notices except on the designated bulletin board, subject to being removed by the strata council if deemed inappropriate or posted for in excess of one week;

- (i) ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- (j) wear or use inline skates and skateboards anywhere in the building, including a residential strata lot;

## **7. Pets and animals – residential strata lots**

7.1 Except in accordance with these bylaws, an occupier or visitor must not keep any pets or other animals in a residential strata lot or on common property or on land that is a common asset.

7.2 The keeping of pets in a residential strata lot is restricted to 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 not to exceed three in number;
- (c) up to 2 caged birds;
- (d) one cat; and
- (e) one dog subject to bylaw 0.

(“**Permitted Pets**” and any one pet a “**Permitted Pet**”)

One dog may be kept in a residential strata lot in which the/an owner resides; (exceptions may be considered by an owner making written application to the strata council for approval relating to the residential strata lot in which the applicant owner resides). For certainty, despite bylaw 7.2, tenants and occupants are not permitted to keep a dog in a residential strata lot.

7.2 Despite bylaw 7.2, an occupier must not harbor exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family nor any species that is prohibited in British Columbia under the *Wildlife Act* and the *Controlled Alien Species Regulation*.

7.3 An occupier must register a Permitted Pet with the strata council within 30 days of the pet residing on a residential strata lot (or the passage of this bylaw 7.4) and by providing, in writing, the name (if any) of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.

7.8 A pet owner must:

- (a) not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) and must be leashed or kept in a carrier at any time while in the interior of the building, including the elevator and/or on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset will be delivered to the municipal pound at the cost of the strata lot owner;

- (b) keep a Permitted Pet only in a residential strata lot, except for ingress and egress;
  - (c) ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner;
  - (d) not permit the Permitted Pet to:
    - (i) damage any common property or interfere with the use and enjoyment of the common property or on land that is a common asset;
    - (ii) urinate or defecate on common property or land that is a common asset;
    - (iii) display any aggressive behavior towards humans or other animals.
- 7.4 If an occupier has a pet which is not a Permitted Pet or if, in the opinion of strata council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by occupiers or visitors of a residential strata lot, common property or common assets, the strata council may order such pet to be removed permanently from the residential strata lot, the common property or common asset or all of them.
- 7.5 If an occupier contravenes bylaw 7.4, the owner of the residential strata lot will be subject to a fine of up to \$200.00.
- 7.6 Despite bylaw 7.5, an occupier whose pet contravenes bylaw 7.4, will be subject to an immediate injunction application and the owner of the residential strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 7.7 An occupier or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, patios, terraces, strata lots, common property or land that is a common asset.
- 7.8 An occupier who contravenes any of bylaws 7.1 to 7.4 (inclusive) and 7.7 will be subject to a fine of up to \$200.00.
- 7.9 An occupier is responsible for informing their visitors of, and ensuring that their visitors comply with, the bylaws and rules concerning pets.
- 7.10 An owner must assume all liability for all actions by a Permitted Pet residing in the owner's strata lot or a pet that is visiting the owner's strata lot or visiting an occupier of such lot, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 8. Inform strata corporation**
- 8.1 An owner must notify the strata corporation of:

- (a) the owner's name and any occupants' names, strata lot number, phone number, email address and mailing address outside the strata plan, if any, within two weeks of becoming an owner;
- (b) a tenant's name and the names of the persons occupying the strata lot with the tenant within two weeks of the tenancy commencing; and
- (c) any changes in the names of any persons residing in the strata lot within two weeks of any such changes occurring.

8.2 On request by the strata corporation, an occupier or visitor must inform the strata corporation of the occupier's or visitor's name and the strata lot which the occupier occupies or the visitor is visiting.

## **9. Residential rentals**

9.1 Prior to possession of a residential strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

9.2 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 tenant; and
- (b) pay the strata corporation the required moving fee set out at bylaw 47.

9.3 An owner who rents a strata lot in contravention of bylaw 9.2 may be subject to a fine of up to \$200 for each 7 day period that the strata lot is rented until the prescribed documents have been provided to the strata corporation.

9.4 **Furnished Short-Term Rentals.** Owners who are approved to use their strata lots for Short Term Rentals must:

- (a) deposit with Strata Corporation a copy of the rental strata lot's inventory of contents validated by the signature of either the owner or the owner's agent and confirmation that the strata lot is being use for Short Term Rental;
- (b) not use or permit a strata lot to be used as a furnished or partially furnished Short Term Rental, vacation or travel accommodation, including but not limited to, as a hotel room, bed and breakfast, home stay, or student housing in contravention of any existing City of Vancouver Bylaw prohibiting the same.

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

10.1 An occupier or visitor must allow any person(s) authorized by the strata corporation to enter the strata lot or limited common property:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, 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) to ensure an occupier's or visitor's compliance with the Act, bylaws and rules.
- 10.2 The notice referred to in bylaw 10.1(b) must include the date and approximate time of entry, and the reason for entry.
- 10.3 If access to a strata lot is not provided in accordance with bylaw 10.1, the owner will be responsible for:
  - (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot or limited common property due to an emergency; and
  - (b) all costs incurred by the strata corporation in respect of contractors who must reattend at the building to access the strata lot or limited common property.
- 10.4 to avoid any charge and costs associated with bylaw 10.3, owners are asked to leave a key or key code with the caretaker to allow for emergency access.

**DIVISION 2 -- ALTERATIONS TO A STRATA LOT, COMMON PROPERTY OR LIMITED COMMON PROPERTY**

- 11. Approval for alterations to a strata lot, limited common property or common property**
- 11.1 An owner must obtain the written approval of the strata corporation before making or authorizing:
  - (a) an alteration to a strata lot that involves any of the following:
    - (i) the structure of a building;
    - (ii) the exterior of a building;
    - (iii) balconies, patios, terraces, chimneys, stairs, or other things attached to the exterior of a building;
    - (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
    - (v) fences, railings or similar structures that enclose a balcony, patio, terrace or yard;
    - (vi) common property located within the boundaries of a strata lot;
    - (vii) flooring;



- (viii) wiring, plumbing, piping, heating, air conditioning, gas, oil, telecommunications, and other services;
  - (ix) installation or removal of a wall or walls, whether structural or not; and
  - (x) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (b) any alteration to common property, including limited common property, or to common assets.

## **12. Alteration applications – residential strata lots**

**12.1** As part of the application for approval of any alteration under bylaw 11.1, an owner of a residential strata lot must:

- (a) submit, in writing, detailed plans and description of the intended alteration, including but not limited to showing the proposed location of the alteration, the nature of the change, and details of the proposed materials and dimensions;
- (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council;
- (c) provide, in writing, the name(s) of the qualified/licensed contractor or consultants who will design, construct and inspect the alterations;
- (d) provide proof of valid liability insurance for the qualified/licensed contractor or consultants who will design, construct and inspect the alterations;
- (e) provide a signed assumption of liability and indemnity agreement if required by the strata council
- (f) determine whether the Workers Compensation Act, Occupational Health and Safety Regulation and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions); and
- (g) such further and other documents or information which the strata council may reasonably require.

**12.2** The strata corporation may require as a condition of its approval under bylaw 12.1 that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
- (b) that the standard of work and materials be not less than that of the existing structures;
- (c) that all work and materials necessary for the alteration be at the sole expense of the owner;

- (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, common property, limited common property or common assets must, for so long as they remain an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to a strata lot, common property, limited common property or common assets;
  - (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.
- 12.3 An owner who has altered a strata lot, common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 12.4 An owner who has altered a strata lot, common property, limited common property or common assets will indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the *Workers Compensation Act*, *Occupational Health and Safety Regulation* and/or related regulations that apply or applied to or had or have any impact on the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner who has altered a strata lot, common property, limited common property or common assets and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.
- 12.5 If, subsequent to the passage of bylaws 12.1 to 12.5 inclusive, an owner alters a strata lot, common property, limited common property, or common assets without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property, limited common property, or common assets back to its original condition following a demand by the strata corporation pursuant to this bylaw 12.5, the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property, or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw 12.5, the cost of such

restoration will become due and payable on or before the first day of the month next following the date on which the cost was incurred.

- 12.6 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets.
- 12.7 Without limiting anything else in this bylaw, alteration applications 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 strata council. The strata 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.

### **13. Hard-surface flooring**

- 13.1 For the purposes of these bylaws, "**hard surface flooring**" includes porcelain, ceramic, marble, slate, quarry, limestone, travertine, glass, granite, stone, bamboo, cork, hardwood, laminate, resilient flooring, linoleum, vinyl or other similar materials.
- 13.2 An owner must, in accordance with bylaws 11.1 and 12.1, apply in writing to the strata council for written approval to install hard surface flooring in a strata lot, prior to the commencement of the installation.
- 13.3 An owner must not install new flooring in a strata lot except with prior written approval from the strata corporation and in accordance with the following:
  - (a) the installation of hard surface flooring will not be permitted other than in a kitchen, bathroom or entryway of a strata lot;
  - (b) the highest rated sound dampening materials suited to the type of hard surface flooring to be installed; and
  - (c) installation of any hard type flooring will require a minimum value of 72 dB for the Sound Transmission Class and Impact Insulation Class with respect to the installation of the hard-surface flooring.
- 13.4 In addition to any requirements imposed pursuant to bylaws 12, 13.2 and 13.3, the strata council may, in its discretion as a condition of its approval of the installation of any hard surface flooring, require that the owner, at the owner's sole cost and expense, obtain a written report prepared by a professional engineer or other professional, satisfactory to the strata council, confirming the minimum value of 72 dB or higher for the Sound Transmission Class and Impact Insulation Class ratings will be achieved by the owner's proposed hard surface flooring installation.
- 13.5 An owner must install the hard surface flooring in accordance with the specifications mandated by the strata council from time to time, copies of which will be provided to the owner, at the time of an owner's written request under bylaws 12.1 and 13.2.

**14. Conduct of alterations**

- 14.1 Alterations may only be carried out between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and, subject to bylaw 14.2, statutory holidays and will be subject to all applicable municipal and provincial bylaws and codes.
- 14.2 To perform alterations on statutory holidays, an owner must apply for permission in writing to the strata council at least five business days before the holiday date.
- 14.3 An owner must:
- (a) give the strata council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed, insured and in good standing with WorkSafe BC;
  - (b) not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers;
  - (c) ensure that the delivery of any construction materials is through the underground parking areas and, if in an elevator is used, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any alteration materials to be delivered through the main lobby;
  - (d) ensure drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping;
  - (e) ensure stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the strata council) and the residential corridor thoroughly vacuumed daily;
  - (f) be in attendance for all significant alterations, with the determination of significant to be in the discretion of the strata council.
- 14.4 An owner performing or contracting with others to perform alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- 14.5 An owner in contravention of bylaws 14.1, 14.2, or 14.3 will be subject to a \$200.00 fine for each contravention, as well as be responsible for any clean up or repair costs.
- 14.6 Where an occupier or visitor is undertaking an alteration with an owner's permission, such owner having obtained any required approvals of the strata corporation in accordance with bylaw 12.1, such occupier or visitor must comply with bylaws 14.1, 14.3 and 14.3.

**DIVISION 3 -- POWERS AND DUTIES OF STRATA CORPORATION**

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

- 15.1 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) balconies, patios, terraces, chimneys, stairs, 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 balconies, patios, terraces and yards.
- (d) a strata lot, but the duty to repair and maintain it is restricted to
  - (i) the structure of a building,
  - (ii) the exterior of a building,
  - (iii) doors, windows and skylights on the exterior of a building or that front on the common property; and
  - (iv) smoke detectors
  - (v) Division 3 – Strata Council

**16. Strata council size**

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

**17. Strata council eligibility**

17.1 No person may stand for strata council or continue to be on the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116 (1) of the Act.

**18. Strata council members' terms**

18.1 The term of office of a strata council member ends at the end of the annual general meeting at which the new strata council is elected.

18.2 A person whose term as strata council member is ending is eligible for re-election.

**19. Removing strata council member**

19.1 The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more strata council members. The strata corporation must pass a separate resolution for each strata council member to be removed.

19.2 After removing a strata council member, the strata corporation may hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term or, if the strata corporation does not hold such an election to replace the strata council member so removed, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.

19.3 If the strata corporation removes all of the strata council members, the strata corporation must hold an election at the same annual or special general meeting to replace the strata council members for the remainder of the term up to, at least, the minimum number of strata council members required by bylaw of the strata corporation for the remainder of the term.

**20. Replacing strata council member**

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

20.2 The strata council may appoint a strata council member under bylaw 20.1 even if the absence of the strata council member being replaced leaves the strata council without a quorum.

20.3 If all the members of the strata council resign or are unwilling or unable to act, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new strata council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

**21. Officers**

21.1 At the first meeting of the strata council held after each annual general meeting of the strata corporation, the strata council must elect:

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

(b) a privacy officer

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

21.3 The vice president has the powers and duties of the president



- (a) while the president is absent or is unwilling or unable to act,
- (b) if the president is removed, or
- (c) for the remainder of the president's term if the president ceases to hold office.

21.4 The strata council may vote to remove an officer.

21.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the strata council members may elect a replacement officer from among themselves for the remainder of the term.

## **22. Calling strata council meetings**

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

22.2 The notice in bylaw 22.1 does not have to be in writing.

22.3 A strata council meeting may be held on less than one week's notice if:

- (a) all strata council members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all strata council members either
  - (i) consent in advance of the meeting, or
  - (ii) are unavailable to provide consent after reasonable attempts to contact them.

## **23. Quorum of strata council**

23.1 A quorum of the strata council is

- (a) 1, if the strata council consists of one member,
- (b) 2, if the strata council consists of 2, 3 or 4 members,
- (c) 3, if the strata council consists of 5 or 6 members, and
- (d) 4, if the strata council consists of 7 members.

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

## **24. Strata council meetings**

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

- 24.2 The strata council may provide for attendance at a strata council meeting by telephone or any other electronic method if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the strata council may call an exclusively electronic strata council meeting, hold a strata council meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic meeting of the strata council, provided the electronic method permits all persons participating in the meeting to communicate with each other during the meeting. For clarity, the strata council may only make a decision by electronic mail where the following criteria are met:
- (a) a decision of the strata council is required before the next scheduled strata council meeting;
  - (b) except where section 32 of the Act applies, all strata council members must be included in all electronic mail exchanged between strata council members regarding the decision;
  - (c) except in the event of an emergency to prevent or minimize physical loss or damage or injury, or where responses are received in a shorter period, strata council members must have no less than 48 hours to respond to the request for a decision;
  - (d) any decision must be approved by a majority vote of the total number of strata council members;
  - (e) any decisions made by electronic mail must be ratified by the strata council at the next strata council meeting and reflected in the minutes of that meeting; and
  - (f) the strata corporation must keep a record of the electronic mail exchanged amongst the strata council members and the managing agent regarding the decision for the 2 year period following the making of the decision. Subject to redaction of such electronic mail in accordance with the *Personal Information Protection Act* or where solicitor-client privilege of the strata corporation applies, such electronic mail shall be considered a record of the strata corporation for the purposes of sections 35 and 36 of the Act.
- 24.3 At the option of the strata council, a strata council member or other permitted observer or invited participant may attend a strata council meeting by electronic means, so long as all strata council members and other permitted observers and invited participants can communicate with each other
- 24.4 Any person attending a strata council meeting by electronic means is deemed to be present in person for the purposes of the meeting.
- 24.5 Owners may attend strata council meetings as observers.
- 24.6 Despite bylaw 24.5, no observers may attend those portions of strata council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;

- (b) any other matters if the presence of observers would, in the strata council's opinion, unreasonably interfere with an individual's privacy.

**25. Voting at strata council meetings**

- 25.1 At strata council meetings, decisions must be made by a majority of strata council members present in person at the meeting.
- 25.2 If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding vote.
- 25.3 Decisions made at a strata council meeting must be recorded in the strata council meeting minutes.

**26. Strata council to inform owners of minutes**

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

**27. Delegation of strata council's powers and duties**

- 27.1 Subject to bylaws 27.2, 27.3 and 27.4, the strata council may delegate some or all of its powers and duties to one or more strata council members or persons who are not members of the strata council, and may revoke the delegation.
- 27.2 The strata council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with bylaw 27.3.
- 27.3 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.
- 27.4 The strata council may not delegate its powers to determine, based on the facts of a particular case:
  - (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

**28. Restrictions on strata council members**

- 28.1 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.
- 28.2 Despite bylaw 28.1, a strata 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.
- 28.3 Despite section 98(2) of the Act, the strata corporation may make expenditures out of the operating fund that were not put forward for approval in the operating budget or at an annual or special general meeting, if the expenditure, together with all other unapproved expenditures, whether of the same type or not, is less than 50% of the annual contribution to the operating budget.

**29. Limitation on liability of strata council member**

- 29.1 A strata council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the strata council.
- 29.2 Bylaw 29.1 does not affect a strata council member's liability, as an owner, for a judgment against the strata corporation.
- 29.3 All acts done in good faith by strata council members are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.
- 29.4 In addition to bylaw 29.1, the strata corporation will reasonably indemnify and save harmless a strata council member, whether or not they continue to act in such capacity or hold the position of a strata council member, from and against any liability arising, and all costs, charges and expenses actually and reasonably sustained or incurred, from the exercise of their powers and performance of their duties as a strata council member and for expenses for errors and omissions made in the exercise of their powers and performance of their duties as a strata council member, but only to the extent that such liability and such costs, charges and expenses are not covered by operation of any strata insurance policy, provided that the strata corporation is given an accounting of all such costs, charges and expenses actually and reasonably sustained or incurred by a strata council member and prompt written notice of any action, suit or proceeding against a strata council member, and an opportunity to participate and to defend the same to the extent the strata corporation is permitted to do so by law. Excluded from this indemnity will be any claim, issue or matter where:
  - (a) it is adjudged that a strata council member did not exercise the powers and perform the duties of the strata corporation acting honestly and in good faith with a view to the best interests of the strata corporation and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances; or

- (b) it is adjudged, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that a strata council member had no reasonable ground for believing that the strata council member's conduct was lawful.

In this bylaw 29.4, "**adjudged**" means adjudged by a court, tribunal or by way of arbitration.

#### **DIVISION 4 -- ENFORCEMENT OF BYLAWS AND RULES**

##### **30. Maximum fines**

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

- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.

30.2 Any fine levied will be due and payable on or before the first day of the next month following the date on which the strata council provides notice of such fine.

##### **31. Continuing contravention**

31.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, a fine may be imposed every 7 days.

##### **32. Bylaw and rule enforcement costs**

32.1 Any costs, including, not exhaustively, legal costs on a full indemnity basis, incurred by the strata corporation in enforcing the bylaws or rules of the strata corporation will be the responsibility of and will be recoverable from the person who may be fined for the contravention of a bylaw or rule under section 130 of the Act.

32.2 Without limiting bylaw 32.1, an owner is liable for the contravention of the bylaws or rules by their tenants, occupants, 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 will be charged to that owner, and will be due and payable on or before the first day of the next month following the date on which the strata council provides notice of such infraction or violation.

#### **DIVISION 5 -- ANNUAL AND SPECIAL GENERAL MEETINGS**

##### **33. Quorum of meeting**

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

This bylaw 33.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

~~33.2~~ 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.

33.3 Once quorum for an annual or special general meeting is present, quorum for such meeting is maintained as long as 5% or more of the eligible voters, present in person or by proxy, at the start of such meeting remain, in person or by proxy.

#### **34. Person to chair meeting**

34.1 Annual and special general meetings must be chaired by the president of the strata council.

34.2 If the president of the strata council is unwilling or unable to act, the meeting must be chaired by the vice president of the strata council.

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

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

35.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

35.2 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.

35.3 Persons who 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.

#### **36. Voting**

36.1 Except on matters requiring a unanimous vote or an 80% vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

36.2 At an annual or special general meeting, voting cards must be issued to eligible voters.

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

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

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

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



36.7 Despite anything in this bylaw 36, an election of strata council or removal of a strata council member must be held by secret ballot, if the secret ballot is requested by an eligible voter and approved by a majority vote resolution.

**37. Electronic general meetings**

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

37.2 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.

37.3 Any person attending an annual or special general meeting by electronic means is deemed to be present in person for the purposes of the meeting.

37.4 Despite anything in bylaw 36 and/or bylaw 38 , in the event that a general meeting is held pursuant to bylaw 37.1 or an eligible voter attends an annual or special general meeting by electronic means, the strata corporation has no obligation to make provision for a secret ballot or issue a voting card for, as applicable, that meeting or the particular voter. Where the strata corporation does not issue voting cards for the meeting or a particular voter, then a vote will be decided by a physical and/or electronic show of hands unless an eligible voter requests a precise count.

**38. Order of business**

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

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of strata council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a strata council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

38.2 Despite bylaw 38.1, the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

#### DIVISION 6 – SMALL CLAIMS AND CIVIL RESOLUTION TRIBUNAL

### **39. Small claims court and civil resolution tribunal proceedings**

- 39.1 The strata corporation may proceed under the *Small Claims Act* or the *Civil Resolution Tribunal Act*, without further authorization of the owners, to recover money owing from an owner or other person
- 39.2 The strata 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, except as required by the Act. Division 7 -- Marketing Activities by Owners

### **40. Sale or rental of a strata lot**

- 40.1 Real estate signs must not be displayed in a strata lot or on the common property.
- 40.2 The owner or the owner's real estate agent must accompany any person viewing a strata lot for sale or rental purposes at all times while the person is on the common property.

#### DIVISION 8 -- INSURANCE AND RESPONSIBILITY

### **41. Insuring against major perils**

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

### **42. Occupier insurance**

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

**43. Responsibility of owners**

- 43.1 An owner is responsible for any keys, key fobs and/or access devices allocated to the owner or the owner's strata lot, and must ensure that any missing keys, key fobs and/or access devices are reported immediately to the strata corporation.
- 43.2 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.
- 43.3 For clarity and without limiting the meaning of the word "**responsible**", an owner is deemed to be responsible, under bylaw 43.2 where any of the following applies:
- (a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word "**responsible**" has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act; or
  - (b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of anything done by the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees) or arises from anything brought on to or left in or on common property by owner, and/or by any of the owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); or
  - (c) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of anything act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); or
  - (d) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including, but not limited to, anything arising from any of the following:
    - (i) dishwasher;
    - (ii) refrigerator with ice/water dispensing capabilities;
    - (iii) garburator;

- (iv) washing machine;
- (v) toilets, sinks, bathtubs;
- (vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;
- (vii) fireplaces;
- (viii) exhaust fans and humidifiers/dehumidifiers;
- (ix) anything introduced into the strata lot by an occupier or visitor;
- (x) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
- (xi) any pets residing in or visiting at the owner's strata lot;
- (xii) any person residing in or visiting at the owner's strata lot; or
- (xiii) barbecues or smokers.

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

- (a) the costs of investigating the cause of any loss or damage, where the owner is responsible;
- (b) the costs of repairing the cause of any loss or damage, where the owner is responsible;
- (c) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner;
- (d) any insurance deductible paid or payable by the strata corporation; and
- (e) the costs to repair the loss or damage, where no strata insurance policy operates or where the strata council decides not to make a claim on any strata insurance policy because no strata insurance policy would operate or because making a claim is not in the best interests of the strata corporation, as determined by the strata council acting reasonably. Where an insurance claim is not made because it would not be in the best interests of the strata corporation, the owner's liability under this bylaw 0(e) is limited to an amount equal to the insurance deductible that would have been paid or payable by the strata corporation had an insurance claim been made and accepted by the insurer.

An expense not covered by the strata insurance proceeds received by the strata corporation will be charged to the owner. For certainty, nothing in this bylaw 43 requires the strata corporation to make a claim on any strata insurance policy in order to charge an amount to the owner in accordance with bylaws 43.1, 43.2 and/or 43.3.

**44. Occupier responsibility for children and visitors**

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

**DIVISION 9 -- PARKING AND STORAGE**

**45. Parking**

- 45.1 An occupier or visitor must not permit any oversized, commercial or recreational vehicles (including, but not exhaustively, boats, trailers and campers) to enter or be parked or stored on common property, limited common property or land that is a common asset.
- 45.2 An occupier must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 45.3 An occupier storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 45.4 An owner must not sell, rent, or licence the use of parking stalls to any person other than another occupier.
- 45.5 An occupier must park only in the parking stall assigned to the occupier's strata lot unless permission by another owner has been given.
- 45.6 An occupier or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 45.7 An occupier or visitor must not use any parking area as a storage, work area for carpentry, alterations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds).
- 45.8 An occupier or visitor must not work on vehicles, including performing any maintenance or repairs on a vehicle in the parking area or on common property (except in an emergency)
- 45.9 An occupier or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 45.10 An occupier or visitor must not smoke while in the parking area, including inside a vehicle.
- 45.11 An occupier must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the occupier must hose down and remove all dirt, refuse and

excess water from the washing area. While washing, an occupier must keep audio volume low.

- 45.12 An occupier must not park or store any vehicle that drips oil or gasoline. An occupier must remove any dripped oil, gasoline or other automotive residue and failure to do so after 7 days' notice to the vehicle owner, will result in the strata corporation cleaning any such fluid at the owner's expense.
- 45.13 Any vehicle parked in violation of these bylaws will be subject to removal by a towing company authorized by strata council, and all costs associated with such removal will be charged to the vehicle owner.

**46. Storage lockers and bicycle storage**

- 46.1 An occupier must store bicycles and tricycles only in basement parking areas, the bicycle rack and storage lockers, except that the strata council may grant permission to store a bicycle or tricycle in a strata lot upon written application;
- 46.2 An occupier must not store any hazardous or flammable substances in storage lockers.

**DIVISION 10 -- MOVING**

**47. Moving in/out procedures**

- 47.1 An owner must ensure that all moves in or out of the owner's strata lot, whether by the owner or another occupier, conform to these bylaws and any applicable rules established by the strata corporation from time to time.
- 47.2 An occupier must provide notice to the strata corporation or its authorized agent of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 A.M. and 4:00 P.M. and 6:00 P.M. and 10:00 P.M. Failure to notify the strata council or its authorized agent of a move-in or move-out in accordance with this bylaw 47.2 may result in the move being denied or having to be rescheduled.
- 47.3 An owner must pay a non-refundable fee as follows on each move in or move out of the owner's strata lot, which fee must be paid no less 48 hours prior to any such move:
  - (a) for unfurnished strata lots, \$250;
  - (b) for furnished units, \$150.00
- 47.4 An occupier moving into or out of a strata lot must:
  - (a) If using the elevator during such move, arrange to obtain and use the elevator protection pads, floor coverings if requested by the building manager and the elevator service key which must be used to control the elevator and the doors are not jammed open in any manner.
  - (b) ensure that any exterior doors are not left open, ajar or unattended and that furniture is not left piled up in the lobby;



- (c) ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 47.5 An occupier must not cause damage to the common property while moving in or out of the building.
- 47.6 Without limiting bylaw 43, 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 occupier to pay the reasonable costs of remedying this bylaw contravention, including reasonable legal costs incurred.
- 47.7 An occupier contravening any part of this bylaw 47 will be subject to a fine of up to \$200.00.

### **Division 11 -- Garbage and Recycling**

#### **48. Refuse**

- 48.1 An occupier or visitor must not:
  - (a) throw, pile or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a strata lot or on common property;
  - (b) deposit garbage or recycling anywhere other than in the designated containers or receptacles provided by the strata corporation for that purpose;
  - (c) 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.
- 48.2 An occupier is responsible for disposing of Unauthorized Waste from the occupier's strata lot at their own expense. Without limiting bylaw 43, an owner must indemnify the strata corporation for any costs incurred by the strata corporation to dispose of any Unauthorized Waste left by the owner or any other occupier or visitor of the owners, strata lot, as well as for any fines paid by the strata corporation as a result of such Unauthorized Waste, including but not limited to the cost of removing or remedying violations of bylaw 48.1.

### **DIVISION 12 -- SECURITY MEASURES AND PRIVACY POLICY**

#### **49. Privacy policy**

- 49.1 The strata corporation adheres to the *BC Personal Information Protection Act* ("PIPA"). PIPA sets out how BC organizations, including corporations (including strata corporations), sole-proprietorships, partnerships, and non-profit organizations, may collect, use and disclose personal information about individuals.
- 49.2 The strata corporation may collect, from time to time, certain personal information of occupiers including but not limited to:
  - (a) the name, home address, home phone number and/or cell phone number of occupiers;
  - (b) email addresses;

- (c) banking information, in the case of owners, for payment of strata fees and other amounts payable by an owner to the strata corporation;
- (d) video images and voice recordings obtained during the use and operation of the video surveillance system installed or to be installed in the building by the strata corporation in the following locations, with signage noting the operation, monitoring and recording operational 24 hours a day, 7 days a week:
  - (i) loading bay
  - (ii) garbage room east
  - (iii) recycling room east
  - (iv) garbage room west
  - (v) recycling room west
  - (vi) fitness center east
  - (vii) fitness center west
  - (viii) east elevators 1, 2, 3
  - (ix) west elevators 1, 2, 3
  - (x) parcel room
  - (xi) all lobbies
  - (xii) enterphone east
  - (xiii) enterphone west
  - (xiv) common room facility
  - (xv) Broughton Street gate
  - (xvi) Jervis Street gate
  - (xvii) main bike room
  - (xviii) p5 storage 1 and 2
  - (xix) p1 storage;
- (e) pet information;
- (f) emergency contact information;
- (g) data collected from fobs.

- 49.3 Personal information does not include contact information (i.e. information that would enable an individual to be contacted at a place of business, including name, position name or title, business telephone number, business address, business email or business fax number).
- 49.4 Personal information recorded and collected will not be disclosed to any person, other than: the concierge staff; the strata corporation's strata agent; elected members of the strata council during the course of exercising the powers and performing the duties of the strata corporation; the strata corporation's legal counsel; or law enforcement personnel, except:
- (a) when required or authorized by law to do so;
  - (b) when disclosure is consented to in writing by an occupier;
  - (c) to up-date banking or financial records;
  - (d) when required to collect outstanding strata fees.
  - (e) during the course of a criminal investigation involving vandalism to or theft of common property or common assets of the strata corporation, vandalism to or theft of personal belongings of occupiers and visitors, or the physical assault of an occupier or visitor.
- 49.5 The strata corporation will take all reasonable precautions to ensure that personal information is kept safe from loss, unauthorized access, modification or disclosure.
- 49.6 This bylaw authorizes the collection of personal information using the video surveillance system and access control system for the following purposes only:
- (a) to monitor access to and from the common property areas of the building;
  - (b) to protect personal property of occupiers and visitors;
  - (c) to protect common property and common assets of the strata corporation; and
  - (d) to protect the security and physical safety of occupiers and visitors.
- 49.7 Personal information collected from the use and operation of the video surveillance system and access control system is retained by way of electronic data storage for up to ten days on the strata corporation's computer data storage system, at which time the personal information recorded is permanently deleted from the systems' computer hard drives unless required for law enforcement and/or bylaw enforcement purposes. If an incident is reported within the 3-day period and a request is made to view the recording of a specific individual's personal information, relevant portions of the stored data can be copied to an exterior storage device for future review.
- 49.8 In installing and/or maintaining the video camera systems described herein, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any occupier or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

49.9 Occupiers and visitors may contact the privacy officer, designated by the strata council, or the strata corporation's strata agent to answer questions about the collection of personal information. The privacy officer's contact information is published in the strata council minutes from time to time.

## **50. Consent**

50.1 The strata corporation will obtain occupiers' consent to collect, use or disclose personal information (except where, as noted below, the strata corporation is authorized to do so without consent).

50.2 Consent can be provided either orally, in writing, electronically or through an authorized representative, or consent can be implied where the purpose for collecting, using or disclosing the personal information would be considered obvious and the occupiers voluntarily provide personal information for that purpose.

50.3 Consent may also be implied where an occupier is given notice and a reasonable opportunity to opt-out of consenting to the collection, use or disclosure his/her/their personal information and the occupier does not opt-out.

50.4 Subject to certain exceptions (e.g. the personal information is necessary to provide the service or product or the withdrawal of consent would frustrate the performance of a legal obligation), occupiers can withhold or withdraw their consent for the strata corporation to use their personal information in certain ways. An occupier's decision to withhold or withdraw their consent to certain uses of personal information may restrict our ability to provide a particular service or product. If so, the strata corporation will explain the situation to assist the occupier in making the decision.

50.5 The strata corporation may collect, use or disclose personal information without the occupiers' knowledge or consent in the following limited circumstances:

- (a) when the collection, use or disclosure of personal information is permitted or required by law;
- (b) in an emergency that threatens an individual's life, health, or personal security;
- (c) when the personal information is available from a public source (e.g. a telephone directory);
- (d) when the strata corporation requires legal advice from a lawyer;
- (e) to update banking or financial records;
- (f) for the purposes of collecting a debt;
- (g) to protect ourselves from fraud;
- (h) to investigate an anticipated breach of an agreement or a contravention of law; and/or
- (i) to substantiate a complaint of a bylaw or rule infraction.

**51. Retaining & securing personal information**

- 51.1 Where occupiers' personal information is used to make a decision that directly affects the occupiers, the strata corporation will retain that personal information for at least one year so that the occupier has a reasonable opportunity to request access to it.
- 51.2 A request to correct personal information must be made in writing to the strata corporation's privacy officer or to the strata's managing agent and provide sufficient detail to identify the personal information and the correction being sought.
- 51.3 The following security measures will be followed to ensure that occupiers' personal information is protected:
- (a) the use of locked filing cabinets, where deemed appropriate by the strata corporation's privacy officer;
  - (b) restricting access to places where occupiers' personal information is kept;
  - (c) using user identifiers and password protection for computers on which occupiers' personal information is kept;
  - (d) using sign-in measures and password protection where the strata corporation's privacy officer may sign in remotely to view the images and recordings on the video camera system;
  - (e) storing video images and recordings in a locked room with controlled access limited to those who are entitled to view such footage set out at bylaw 49.4;
  - (f) restricting employee access to occupiers' personal information as appropriate as deemed by the Privacy Officer on a need-to-know basis;
  - (g) restricting access to keys to the locked rooms, filing cabinets and safes where occupiers' personal information may be kept as deemed necessary by the strata corporation's privacy officer;
  - (h) contractually requiring any service providers to provide comparable security measures and to provide evidence of such if requested by the strata corporation or its agent; and/or
  - (i) changing keys, access codes, sign-in measures and other security measures when there is a change of the strata corporation's agent or building caretaker.
- 51.4 Commercially reasonable security measures will be used when destroying occupiers' personal information such as:
- (a) using a document shredder;
  - (b) deleting electronically stored information; and/or
  - (c) destroying or deleting information captured on a CD or DVD recording made of the video camera system.

**52. Providing occupiers access to personal information**

- 52.1 An occupier has a right to access their personal information collected by the strata corporation, subject to limited exceptions:
- (a) where the information is protected from disclosure by solicitor-client privilege;
  - (b) where disclosure would reveal personal information about another individual;
  - (c) where the disclosure would reveal the identity of an individual who has provided personal information about another individual and the individual providing the personal information does not consent to disclosure of his/her/their identity;
  - (d) where the disclosure of the information would reveal confidential commercial information that, if disclosed, could, in the opinion of a reasonable person, harm the competitive position of the organization;
  - (e) where the information was collected or created by a mediator or arbitrator in the conduct of a mediation or arbitration for which he or she was appointed to act
    - (i) under a collective agreement;
    - (ii) under an enactment; or
    - (iii) by a court; and/or
  - (f) where the information is in a document that is subject to a solicitor's lien.
- 52.2 A request to access personal information must be made in writing to the strata corporation's privacy officer. The applicant must provide sufficient detail to identify the personal information being sought. Verification of identity will be required. Requests for access to view a specific individual's personal information, including access to view those portions of the video camera system or access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the strata corporation's strata agent and the privacy officer.
- 52.3 Where an occupier makes a request for any of their personal information under PIPA or this bylaw 52, the strata corporation will make the requested information available within 30 business days, or provide written notice of an extension where additional time is required to fulfill the request.
- 52.4 A reasonable fee may be charged for access to personal information. Where a fee may apply, the strata corporation will inform the occupier of the cost and request further direction from the occupier on whether or not the strata corporation should proceed with the request.
- 52.5 If a request is refused in full or in part, the occupier will be notified in writing, providing the reasons for refusal and the recourse available to the occupier.

DIVISION 13 -- MISCELLANEOUS

**53. No harassment**

53.1 Occupiers and visitors, including employees, contractors or agents of the strata corporation, are 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) upsetting behaviour or comments that ought to reasonably be known as offensive or unwelcome;
- (b) verbal abuse or threats of any kind;
- (c) physical abuse which includes but is not limited to unwelcome touching or threats of unwelcome touching; or
- (d) 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.

53.2 Upon being notified by another occupier in writing (a **"Notifying Person"**), no occupier 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.

**54. No Smoking**

54.1 For the purposes of this bylaw 54.1, the following definitions apply:

- (a) **"smoke"** or **"smoking"** includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including, for clarity, cannabis);
- (b) **"vape"** or **"vaping"** includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

54.2 An occupier or visitor must not smoke or vape anywhere on or within Strata Plan LMS3942, including in a strata lot.

**55. Exemption from bylaws and rules**

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