

# **RIVIERA**

## **STRATA PLAN – NWS3385**

### **BYLAWS**

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**Attached are the Bylaws for Strata Plan NWS3385 - RIVIERA.**

**These are provided for convenience of read only. This document may or may not contain the standard Bylaws of the Strata Property Act (Part 7).**

**For legal purposes, please obtain the true copies of the Bylaws as registered in the Land Titles Office.**

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

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

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

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

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

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

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

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

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

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

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

### **3     *Use of property***

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

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

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

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

- (a) a reasonable number of fish or other small aquarium animals in a tank not to exceed 25 gallons;
- (b) a reasonable number of small caged mammals;
- (c) up to 2 caged birds;
- (d) up to 2 cats;
- (e) up to 2 small dogs (not to exceed 18 inches at the shoulder).

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

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

- (a) damage any common property or interfere with the use and enjoyment of the common property and common assets by other owners, tenants and occupants;
- (b) urinate or defecate on common property or land that is a common asset, and if any pet does urinate or defecate the owner must immediately and completely remove all pet waste and dispose of it in a waste container or by other sanitary means;

(c) display any aggressive behaviour;

(d) go onto any common area patios.

(6) An owner, tenant or occupant who keeps a dog or cat in a strata lot must register the pet with the strata council by providing the council with the pet's name, breed, colour, markings, license number (where required), the unit number of the strata lot in which the pet will be kept, and the name, telephone number and email address of the pet's owner.

(7) If a pet has become an unreasonable nuisance or a danger, in the sole opinion of the strata council acting reasonably, the strata council may order the pet to be removed permanently from the strata lot, the common property and common assets, or any combination thereof, giving at least 30 days' notice.

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

(a) place flags, signs, billboards, placards, notices or advertising matter of any kind on or in a strata lot that is visible from outside the strata lot or on common property or land that is a common asset, except on the strata corporation's bulletin board in accordance with the rules;

(b) install or hang or apply anything to or on a window that is visible from the exterior of a strata lot, other than window coverings that are white or off-white and have no discernable patterns;

(c) 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;

(d) install or affix anything to the exterior of the building, including shade screens, awnings, window guards, smoke stacks, mail boxes, lock boxes, bicycle racks, hose racks, satellite dishes, radio antennae, supplementary heating or air conditioning units;

(e) display Christmas lights and decorations except between November 15 and January 15, and such Christmas lights and decorations must be attached in a manner that does not cause damage to the exterior of the strata lot or to limited common property or common property;

(f) 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;

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

(h) keep or store anything on any deck, balcony or patio except for patio furniture and accessories, a barbeque, and self-contained planters, provided that:

(i) no plant may grow over the edge of any balcony or patio nor affix itself to any wall or roof;

(ii) hanging baskets must be kept at least 2 feet from the balcony wall or railing;

(iii) planter boxes will not be allowed on the outside of the railing;

(iv) plant hangers and other items may not be attached to any exterior wall or roof in any manner;

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

(j) use any cooking device on any deck, balcony or patio other than a natural gas, propane or electric barbecue which must not be operated within 1.5 feet of the exterior walls or windows;

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

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

(m) keep or store a water bed in a strata lot;

(n) use a strata lot for commercial or professional undertaking or enterprise, except as a home office in accordance with bylaw 3(12);

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

(p) enter any part of the common property or land that is common asset to which access is restricted, including but not limited to the roof, electrical rooms and mechanical rooms;

(q) smoke or permit smoking of any kind on any common property, limited common property or land that is a common asset, or within 6 meters of any

common area building door, open window or air intake. For the purpose of this bylaw, "smoke" or "smoking" means using, inhaling, exhaling, burning or carrying of a lighted cigarette, joint, e-cigarette, vapor pen or similar vaporizing device, cigar, pipe, hookah, bong or other smoking equipment that burns or vaporizes tobacco, nicotine, or marijuana/cannabis including oils, resins or other derivatives;

(r) 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, dispensing, selling or distributing marijuana or cannabis, marijuana/cannabis derived products, related products and accessories, and/or any controlled substances (whether licensed or otherwise);

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

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

(u) leave any shopping cart on the common property, limited common property, or land that is a common asset;

(v) use or ride any roller blades, skateboards, or scooters on any interior common areas;

(w) store or transport a bicycle through any interior common areas with the exception of the parkade and bicycle storage room, and must store a bicycle within the bicycle storage room;

(x) bring a live cut or potted Christmas tree into the building;

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

(z) deposit materials that are not accepted by the municipal waste management or recycling system ("Unauthorized Waste") in the strata corporation's garbage and recycling containers.

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

(10) An owner, tenant or occupant must not use or permit the use of all or part of a residential strata lot as short-term accommodation for a period of less than 30 consecutive days, by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not:

- (a) enter into a license for the use of all or part of a strata lot;
- (b) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time; or
- (c) directly or indirectly advertise, market, promote or license for use any strata lot or part thereof as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time.

(11) An owner, tenant or occupant who uses a strata lot as short-term accommodation in contravention of subsection (10) of this bylaw may be subject to a fine of up to \$1,000 per day.

(12) An owner, tenant or occupant may use a portion of their strata lot as a home office, provided that all of the following requirements are met:

- (a) an application has been made to, and approved by, the strata council;
- (b) the home office must not use or interfere with the use of any common areas;
- (c) the home office must not result in a flow of customers, clients, products or deliveries, to or from the home office that, in the sole opinion of the strata council, would result in any inconvenience or disturbance to other residents;
- (d) the home office must not be used to produce any product that would in the sole opinion of the strata council, result in any inconvenience or disturbance to other residents;
- (e) a home office may only be used as a business address where all other conditions set out in this bylaw are met;
- (f) the strata council may revoke the approval of the home office at its discretion, and taking into consideration complaints from other residents of the building.

#### **4     *Rental of a strata lot***

4(1) Before renting to a prospective tenant, an owner must comply with s. 146 of the Act by giving the prospective tenant:



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

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

(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 any moving fee or damage deposit established under strata corporation's bylaws or rules as amended from time to time.

(3) An owner who rents a strata lot in contravention of subsections (1) and (2) and fails to provide the strata corporation with a Form K signed by the tenant, or fails to pay the moving fee to the strata corporation, may be subject to a fine of \$200 for each 7 day period that the strata lot is rented until the prescribed documents have been provided to the tenant and/or the strata corporation.

(4) The fee or deposit described in bylaw subsection (2)(b) applies any time there is a change of tenants for a strata lot, and it is the responsibility of the owner of the strata lot to pay it to the strata corporation.

## **5      *Inform strata corporation***

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

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

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

6 (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 the common property;

(e) fences, railings or similar structures that enclose a patio, balcony or yard;

(f) common property located within the boundaries of a strata lot;

(g) wiring, plumbing, ducting, or other similar infrastructure within a wall, ceiling or floor of a strata lot;

(h) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

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

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

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

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

## **8 Alterations**

8(1) An owner intending to apply to the strata corporation for permission to alter a strata lot or the common property may be required to submit, in writing:

(a) a detailed written description of the intended alteration,

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

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

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

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

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

(g) a signed assumption of liability agreement if required by the strata council under bylaws 6(2) or 7(2), and

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

(2) Any alterations approved by the council may only be carried out between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday, excluding statutory holidays, and will be subject to all applicable municipal and provincial bylaws and codes.

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

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

(b) the installation of any hard surface flooring will require an acoustic underlay with an Impact Insulation Class (IIC) rating of 72-73.

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

(5) An owner must not disconnect any fire alarm, smoke detector, heat detector, door alarm or any other security or safety system device within a strata lot or on common property without the prior written approval of the strata corporation.

(6) An owner who is conducting an alteration must ensure that no contractor or delivery person blocks or holds the elevator for any period of time.

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

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

9(1) An owner must obtain and maintain liability and property insurance on his or her strata lot(s) sufficient to cover the cost of any insurance deductibles or uninsured repair costs charged to the owner by the strata corporation pursuant to this bylaw. An owner must provide proof of insurance to the strata corporation upon request.

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

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

(4) An owner shall indemnify and save harmless the strata corporation from the expense of any investigation, maintenance, repair, replacement, or administration thereof, rendered necessary in respect of the common property, limited common property, common assets or to any strata lot arising from any damage or incident for which that owner is responsible or occurring or originating in that owner's strata lot, whether or not such incident is caused or contributed to by that owner's act, omission, negligence or carelessness or by that of another person, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy.

(5) For the purposes of this bylaw any insurance deductibles or uninsured expenses charged to an owner shall be due and payable within 30 days of the date that such charge is assessed and notice of the charge provided to the owner.

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

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

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

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

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

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

(3) An owner of a strata lot may provide the strata council with a key to their strata lot to allow for entry to the strata lot pursuant to this bylaw.

(4) An owner who fails to ensure that their strata lot is accessible for the strata corporation's annual fire safety system testing, dryer vent cleaning, or for any other scheduled repair or maintenance, will be responsible for any costs incurred by the strata corporation as a result of such failure, in addition to a fine for a contravention of the bylaws. *(Bylaw 10(4) adopted at AGM – Feb 23, 2021)*

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

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

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

(a) common assets of the strata corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property, but the duty to repair and maintain it is restricted to

(i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

(ii) the following, no matter how often the repair or maintenance ordinarily occurs:

(A) the structure of a building;

(B) the exterior of a building;

(C) 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.

(2) Notwithstanding the generality of subsection (1), the strata corporation is responsible for the repair and maintenance of the following items:

(a) domestic hot and cold water supply plumbing up to and including the first shutoff valve on each plumbing line exiting the wall into a strata lot;

(b) sanitary drain plumbing up to the point where each plumbing line exits a wall, or the point flush with the floor, such as a flange, but not including seals; and

(c) electrical wiring within a wall, floor or ceiling and attached components except for circuit breakers, wall plug outlets, wall switches or any fixture attached to an electrical outlet box.

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

12(1) The strata corporation may proceed under the Small Claims Act or the Civil Resolution Tribunal Act, without further authorization of the owners, to:

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

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

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

## **13 No harassment**

13(1) Every owner, tenant or occupant of a strata lot and every employee, contractor or agent of the strata corporation is entitled to use and enjoy the strata lots and common property (including limited common property) free from harassment or abuse of any kind, (whether in person, over the telephone or in writing) which includes but is not limited to:

- (a) verbal abuse or threats of any kind,
- (b) physical abuse which includes but is not limited to unwelcome touching or threats of unwelcome touching, or
- (c) unwelcome remarks, jokes, slurs, or taunting about a person's race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender or age.

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

## **14 Privacy**

14(1) In addition to personal information that is collected, used and disclosed by consent or as otherwise required by law, the strata corporation collects, uses, and discloses personal information from owners, occupants and tenants for the purpose of carrying out its duties and responsibilities under the Act. The personal information collected and used includes the following:

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

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

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

## **Division 3 -- Council**

### **15 Council size**

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

### **16 Council members' terms**

16(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.



## **17 Removing council member**

17 (1) 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.

## **18 Replacing council member**

18 (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 20% 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.

## **19 Officers**

19 (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.

## **20 *Calling council meetings***

20 (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.

## **21 *Quorum of council***

21 (1) A quorum of the council is

(a) 2, if the council consists of 2, 3 or 4 members,

(b) 3, if the council consists of 5 or 6 members, and

(c) 4, if the council consists of 7 members.

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

## **22 Council meetings**

22 (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.

## **23 Voting at council meetings**

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

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

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

## **24 Council to inform owners of minutes**

24 The council must inform owners of the minutes of all council meetings within 14 business days of the meeting, whether or not the minutes have been approved.

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

25 (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.

## **26 Spending restrictions**

26 (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.

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

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

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

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

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

### **28 *Maximum fine***

28(1) The strata corporation may fine an owner or tenant a maximum of

- (a) \$1,000 for the contravention of a short-term accommodation restriction bylaw;
- (b) \$200 for each contravention of a bylaw, and
- (c) \$50 for each contravention of a rule.

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

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

### **29 *Continuing contravention***

29 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, a fine may be imposed:

- (a) every 7 days, or
- (b) daily, in the case of a contravention of a short-term accommodation restriction bylaw.

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

### **30 Quorum**

30(1) A quorum for a general meeting is 1/3 of the strata corporation's eligible voters, present in person or by authorized representative or by proxy.

(2) At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within 30 minutes thereafter, then the eligible voters who are present in person, by authorized representative or by proxy, shall constitute a quorum.

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

### **31 Person to chair meeting**

31 (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.

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

32 (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.

### **33 Voting**

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

### **34 Order of business**

34 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.

### **34A General Meetings Held Via Electronic Means**

34A (1) An annual or special general meeting may be held using electronic means, so long as all attendees can communicate with each other.

(2) If an annual or special general meeting is held via electronic means, attendees who participate in the meeting by electronic means are deemed to be present in person for the purpose of the meeting. *(Bylaw 35A adopted at AGM – February 23, 2021)*

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

### **35 Voluntary dispute resolution**

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

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

(2) A dispute resolution committee consists of

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



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

## **Division 7 – Miscellaneous**

### **36 *Moving and large deliveries***

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

(2) An owner, tenant or occupant must:

(a) conduct a move between the hours of 8:00 a.m. and 5:00 p.m.;

(b) provide the strata council or its authorized agent with at least 48 hours' notice and a moving fee of \$200 prior to conducting a move in or out of a strata lot;

(c) provide the strata council or its authorized agent with at least 48 hours' notice and an elevator booking fee of \$100 to book the elevator for a move or large delivery in accordance with the rules, and must arrange to obtain and use an elevator service key and elevator protection pads, and install floor coverings if requested by the building manager;

(d) not leave any exterior door unlocked or open unless the owner, tenant or occupant or a designated representative is present at the door to maintain security;

(e) not allow any furniture to pile up in the lobby area, and must ensure that all common areas are left free and clear.

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

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

### **37 *Vehicles and parking***

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

(a) permit any oversized, commercial or recreational vehicles including, but not ex-

haustively, boats, trailers and campers, to enter or be parked or stored on common property, limited common property or land that is a common asset;

(b) keep or store unlicensed and uninsured vehicles on the common property, limited common property or on land that is a common asset, and must provide the strata corporation with a copy of a vehicle's storage insurance policy, if applicable, which storage insurance must include third party liability coverage;

(c) keep or store any vehicle that leaks or drips any fluid including gasoline onto common property or land that is a common asset, and any such fluid will be cleaned by the strata corporation at the owner's expense after 7 days' notice to the vehicle owner;

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

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

(f) use any parking area as a work area;

(g) store anything in a parking stall except for a vehicle, a motorized scooter and the associated transportation rack for persons with disabilities, and a folding grocery cart;

(h) perform any major or non-emergency automotive maintenance or repairs on a vehicle in the parking area or on common property;

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

(j) drive a vehicle in excess of the 10 kph maximum speed limit within the parking area;

(k) leave a key fob or garage door remote in a vehicle;

(l) wash a vehicle in the parkade except for within the designated washing area;

(m) tailgate a vehicle in or out of the parkade. Vehicles must stop and wait for the parkade gate to close before proceeding in or out of the parkade, unless they recognize the driver behind them or the driver behind them is using their remote to open the gate.

(2) All vehicles parked in the parkade must be removed during times when the floors of the inside parking area are scheduled to be cleaned. Owners, tenants and occupants who are to be absent for more than 30 calendar days are responsible for arranging to have some person who is able to act on their behalf to remove their vehicle(s) if required.

(3) Accessible or "handicapped" parking stalls will be assigned by the strata council based

on the greatest need and in accordance with the following:

- (a) an owner, tenant or occupant with a “SPARC” parking pass must apply to the strata council for use of an accessible parking stall;
  - (b) when an owner, tenant or occupant accepts the use of an accessible parking stall, they will relinquish the use of their previously assigned stall for as long as they have use of the accessible stall;
  - (c) assignments of accessible stalls are temporary in nature and will only remain in effect as long as the need for the accessible stall remains;
  - (d) unused accessible stalls may be rented to non-disabled owners until such time as there are valid applicants for their use.
- (4) Any vehicle parked in the visitor parking stalls must comply with the requirements set out in the strata corporation’s rules as amended from time to time.
- (5) Any vehicle parked in violation of these bylaws will be removed at the strata corporation’s discretion and towed at the vehicle owner’s expense. *(Bylaw 37.1 Repealed & Bylaw 37 Amended at AGM – February 22, 2022)*

### **38 Electric vehicle charging stations**

- (1) Only vehicles registered with the strata corporation may use the electric vehicle charging (EVC) facilities or park in the designated EVC stalls. An owner, tenant or occupant must not use any other electrical outlet on strata property for vehicle charging, and must not permit visitors to do so.
- (2) To register a vehicle for EVC use, a resident must make the request in writing on the provided form. Each vehicle must be separately registered.
- (3) To qualify for EVC registration a vehicle must be owned or leased by a resident of the strata corporation and have valid liability insurance of at least \$1,000,000.
- (4) Council may reject any application, or revoke an existing registration, at council’s sole discretion.
- (5) EVC registration is not transferrable to a new strata lot owner or tenant when the current strata lot owner(s) sells their suite.
- (6) If a registered EVC user unregisters an EVC registered vehicle, that vehicle cannot be registered again.
- (7) A registered EVC user must immediately inform council of any change to an EVC registered vehicle’s licence plate, or vehicle ownership, lease, or liability insurance coverage.

(8) A registered EVC user may transfer EVC registration from their currently registered vehicle(s) to a different electric vehicle(s) at no charge.

(9) Each registered EVC user will be charged a monthly user fee in addition to their regular strata fees. This is a flat rate monthly charge, and is set by a formula determined by bylaw 39. If the EVC user is a tenant, the strata lot owner must authorize the charge.

(10) Specialty, custom, or non-regular production vehicles will have their user fee determined by council on a case-by-case basis, based on electricity consumption.

(11) Council, at their discretion, may increase the monthly user fee if electric utility rates increase.

(12) Registered vehicles may only be parked in the designated EVC stalls for the purpose of vehicle charging, and must be removed:

(a) when charging is complete;

(b) after being parked in a designated stall for 6 hours any day;

(c) if the vehicle was parked in a designated stall after 11:00 p.m., by 8:00 a.m. the following morning, and may not park in an EVC stall again that day.

(13) Registered vehicles must not use the EVC facilities more than 110 hours per calendar month.

(14) Registered vehicles must be parked within the stall markings.

(15) A registered EVC user will be responsible for any damage to EVC facilities that may result, directly or indirectly, from their abuse, neglect or misuse.

(16) Any vehicle parked in an EVC stall in contravention of these bylaws will be removed at the vehicle owner's expense.

### **39 User fee for electric vehicle charging**

(1) The monthly user fee for use of the EVC facilities in accordance with bylaw 38 is as follows:

\$20.00 + electricity cost

Definitions:

Electricity cost – (in dollars)  $((\text{KWH} \times 200) \div \text{Range KM})$

KWH – Vehicle manufacturers specified total installed battery capacity.

Range Km - Vehicle manufacturers specified combined vehicle range per charge.