



**STRATA PLAN EPS 3084  
SEQUEL 138**

**BYLAWS**

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SEQUEL 138 BYLAWS**

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**Amendments:**

Registration:	April 1, 2016	CA5081862
Registration:	March 12, 2018	CA6674098
Registration:	May 31, 2019	CA7536283

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STRATA PLAN EPS 3094  
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) “**residents**” means collectively, owners, tenants and occupants and “**a resident**” means collectively, an owner, a tenant and an occupant;
- (b) “**strata insurance**” means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

**DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

**1. Compliance with bylaws and rules**

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

**2. Payment of strata fees and special levies**

- 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 bylaw 2.1, outstanding strata fees will be subject to:
  - (a) an interest charge of 10% per annum, compounded annually; and
  - (b) a fine of \$200.
- 2.3 Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$200 and an administration charge of \$25.
- 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 bylaw 2.4, the outstanding special levy contributions will be subject to:
  - (a) an interest charge of 10% per annum, compounded annually; and
  - (b) a fine of \$ 200.

### **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.
- 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.

### **4. Use of property**

- 4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 4.2 A resident 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.
- 4.3 A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow more than two persons to occupy a strata lot originally designated by the owner developer as a one-bedroom unit and not allow more than four persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit. For the purposes of this bylaw 4.3, a **"person"** is defined to exclude minors (i.e. a person of 18 years of age or younger) and visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot.
- 4.4 An owner or occupant who alleges hardship as a result of the passage of bylaw 4.3 may appeal to the council for permission to be exempt from bylaw 4.3 on the basis of hardship and the council must not unreasonably refuse the appeal.

### **5. Pets and animals**

- 5.1 A resident or visitor must not keep any pets or other animals on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 A resident or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset.



- 5.3 The keeping of pets in a strata lot is restricted to the following:
- (a) a reasonable number of fish or other small aquarium animals;
  - (b) up to 2 small caged mammals;
  - (c) up to 4 caged birds; and
  - (d) two cats or two dogs - which must be neutered or spayed by 12 months of age.
- 5.4 A resident must apply to the council for written permission to keep a pet (a "**Permitted Pet**") by registering the pet with the council within 30 days of the pet residing on a strata lot (or the passage of this bylaw 5) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
- 5.5 A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time 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.
- 5.6 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them
- 5.7 If a resident contravenes bylaw 5.6, the owner of the strata lot will be subject to a fine of \$200.
- 5.8 Despite bylaw 5.7, a resident whose pet contravenes bylaw 5.6 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 5.9 A pet owner must 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.
- 5.10 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.11 A resident 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, strata lots, common property or land that is a common asset.
- 5.12 A resident who contravenes any of bylaws 5.1 to 5.6 (inclusive) or 5.9 to 5.11 (inclusive) will be subject to a fine of \$200.

## **6. Inform strata corporation**

6.1 An owner must notify the strata corporation of:

- (a) the owner's name and any occupants' names, strata lot number 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 2 weeks of the tenancy commencing;
- (c) any changes in the names of any persons residing in the strata lot; and
- (d) any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.

6.2 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

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

7.1 A resident 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;
- (b) at a reasonable time, on 48 hours' written notice,
  - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
  - (ii) to ensure a resident's compliance with the Act, bylaws and rules.

7.2 The notice referred to in bylaw 7.1(b) must include the date and approximate time of entry, and the reason for entry.

7.3 If access to a strata lot is not provided in accordance with bylaw 7.1, 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 due to an emergency;
- (b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.

**ALTERATIONS TO A STRATA LOT, COMMON PROPERTY  
OR LIMITED COMMON PROPERTY**

**8. Approval for alterations to a strata lot, limited common property or common property**

8.1 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) patios, chimneys, stairs, balconies 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 patio, balcony or yard;
  - (vi) common property located within the boundaries of a strata lot;
  - (vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
  - (viii) flooring; and
  - (ix) wiring, plumbing, piping, heating, air conditioning and other services; and
- (b) any alteration to common property, including limited common property, or to common assets.

8.2 The strata corporation may require as part of an application for approval of any alteration under bylaw 8.1 that an owner must:

- (a) submit, in writing, detailed plans and description of the intended alteration; and
- (b) obtain, at the owner's sole expense, all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council.

8.3 The strata corporation may require, as a condition of its approval under bylaw 8.1, 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 alterations comply with applicable building codes at the time of the alteration;
- (d) that all work and materials necessary for the alteration be at the sole expense of the owner;
- (e) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains 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 common property, limited common property or common assets;
- (f) 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 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 be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and will become due and payable on the due date of payment of monthly strata fees.

8.4 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.

8.5 If, subsequent to the passage of bylaws 8.1 to 8.4 inclusive, an owner alters a strata lot, common property or limited common property 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 or limited common property back to its original condition following a demand by the strata corporation pursuant to this bylaw 8.5, 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 or limited common property. If the strata corporation undertakes any restoration work pursuant to this bylaw 8.5, the cost of such restoration will 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.

8.6 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property or limited common property. In the event that the existence of the alteration to a strata lot, common property or limited common property undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.

## 9. Hard-Surface Flooring

9.1 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 materials.

9.2 An owner must, in accordance with bylaw 8, 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.

9.3 The strata council may, in its discretion as a condition of its approval of the installation of any hard surface flooring, require the owner to use the highest rated sound dampening materials suited to the type of hard surface flooring to be installed. Despite the foregoing, the strata council will not grant permission to install hard surface flooring in a strata lot unless a minimum value of **STC 86, IIC 84, FIIC 81** for each of the Sound Transmission Class (STC) and the Impact Insulation Class (IIC) can be achieved with respect to the installation of the hard-surface flooring. As a condition of its approval and in addition to any requirements imposed by the council pursuant to bylaw 8, the council, may 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 council, confirming that the minimum value of **STC 86, IIC 84, FIIC 81** for the STC and IIC ratings will be achieved by the owner’s proposed hard surface flooring installation.

9.4 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 bylaw 9.2.

## 10. Conduct of Alterations

10.1 An owner must give the council five working days’ prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. An owner must promptly inform the property manager or council of any change to the scheduled arrival of tradespersons or delivery of materials. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.

10.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.

10.3 An owner must ensure that the delivery of any construction materials is through the parking lot or breezeway and, if in an elevator, 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.

- 10.4 An owner must ensure doors to the common property or limited common property are not left open, ajar or unattended and that elevator doors are not forcefully held open during the delivery of construction materials and supplies.
- 10.5 A resident must be responsible to ensure:
- (a) 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; and
  - (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily.
- 10.6 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 7:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.
- 10.7 An owner must be in attendance for all significant alterations, with the determination of significant to be in the discretion of the council.
- 10.8 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.
- 10.9 An owner in contravention of bylaws 10.1 to 10.8 (inclusive) will be subject to a fine of \$200 for each contravention, as well as be responsible for any clean up or repair costs.

## **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. patios, 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 common property;
  - E. fences, railings and similar structures that enclose patios, balconies and yards;
  - F. parking stalls;
- (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) patios, 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 common property, and
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.

## **COUNCIL**

### **12. Council size**

- 12.1 The council must have at least 3 and not more than 7 members.

### **13. Council eligibility**

- 13.1 The spouse of an owner may stand for council.
- 13.2 No person may stand for council or continue to be on 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.

### **14. Council members' terms**

- 14.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 14.2 A person whose term as council member is ending is eligible for re-election.

### **15. Removing council member**

- 15.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each

council member to be removed. In this bylaw 15.1, a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

- 15.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 15.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- 15.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.
- 15.5 A replacement council member appointed pursuant to bylaws 15.2 and 15.4 may be appointed from any person eligible to sit on the council.

## **16. Replacing council member**

- 16.1 If a council member resigns, is unwilling or unable to act, or misses more than three (3) council meetings in a calendar year, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 16.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 16.3 The council may appoint a council member under bylaw 16.2 even if the absence of the member being replaced leaves the council without a quorum.
- 16.4 If all the members of the 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 council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

## **17. Officers**

- 17.1 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.
- 17.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 17.3 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.

17.4 The strata council may vote to remove an officer.

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

## **18. Calling council meetings**

18.1 Any council member may call a council meeting by giving the other council members at least two weeks' notice of the meeting, specifying the reason for calling the meeting.

18.2 The notice in bylaw 18.1 does not have to be in writing.

18.3 A council meeting may be held on less than two weeks' 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.

18.4 Bylaw 14(4) of the Schedule of Bylaws to the Act does not apply to the strata corporation.

## **19. Quorum of council**

19.1 A quorum of the council is

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

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

## **20. Council meetings**

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

- 20.2 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.
- 20.3 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 20.4 Owners and spouses of owners may attend council meetings as observers.
- 20.5 Despite bylaw 20.4, 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.

## **21. Voting at council meetings**

- 21.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 21.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 21.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

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

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

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

- 23.1 Subject to bylaws 23.2, 23.3 and 23.4, 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.
- 23.2 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 bylaw 23.3.
- 23.3 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.
- 23.4 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,
  - (c) whether a person should be denied access to a recreational facility, or
  - (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

#### **24. Spending restrictions**

- 24.1 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.
- 24.2 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 an annual general meeting, if the expenditure, together with all other unapproved expenditures, whether of the same type or not, is less than 5% of the total contribution to the operating fund for current year.
- 24.3 Bylaw 21(2) of the Schedule of Bylaws to the Act does not apply to the strata corporation.

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

- 25.1 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.
- 25.2 Bylaw 25.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 25.3 All acts done in good faith by 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 council, as valid as if the council member had been duly appointed or had duly continued in office.

### **ENFORCEMENT OF BYLAWS AND RULES**

#### **26. Fines**

- 26.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
- (a) \$200 for each contravention of a bylaw, and
  - (b) \$50 for each contravention of a rule.

26.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied will be immediately added to the strata fees for the strata lot and will be due and payable together with the strata fees for the strata lot in the next month following such contravention.

**27. Continuing contravention**

27.1 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

**ANNUAL AND SPECIAL GENERAL MEETINGS**

**28. Quorum of meeting**

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

This bylaw 28.1 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.

**29. Person to chair meeting**

29.1 Annual and special general meetings must be chaired by the president of the council or property manager of the strata corporation.

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

29.3 If neither the president nor the property manager of the strata corporation 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, eligible to vote, who are present at the meeting.

**30. Participation by other than eligible voters**

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

30.2 Persons who are not eligible to vote, including tenants and occupants, may not participate in the discussion at a meeting.

30.3 Persons who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

## **31. Voting**

- 31.1 Except on matters requiring a unanimous 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.
- 31.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 31.3 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.
- 31.4 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.
- 31.5 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.
- 31.6 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.
- 31.7 Despite anything in this bylaw 31, an election of council or removal of a 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.

## **32. Electronic attendance at meetings**

- 32.1 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.
- 32.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

## **33. Order of business**

- 33.1 The order of business at annual and special general meetings is as follows:
  - (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;

- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) ratify any new rules made by the strata corporation under section 125 of the Act;
  - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
  - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
  - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - (m) elect a council, if the meeting is an annual general meeting;
  - (n) terminate the meeting.
- 33.2 Despite bylaw 33.1, the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

### **VOLUNTARY DISPUTE RESOLUTION**

#### **34. Voluntary dispute resolution**

- 34.1 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.
- 34.2 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.
- 34.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **SMALL CLAIMS COURT PROCEEDINGS**

#### **35. Authorization to proceed**

- 35.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing

as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family or for which the owner is otherwise responsible pursuant to section 158(2) of the Act or these bylaws.

### **MARKETING ACTIVITIES BY OWNERS**

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

- 36.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.
- 36.2 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.

### **INSURANCE AND RESPONSIBILITY**

#### **37. Insuring against major perils**

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

#### **38. Resident insurance**

- 38.1 A resident 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.

#### **39. Responsibility of Owners**

- 39.1 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. Without limiting the generality of the word "**responsible**", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.
- 39.2 For the purposes of bylaws 4.2 and 39.1, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.

#### **40. Resident Responsibility for Children and Visitors**

- 40.1 Residents are 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 council, will not disturb the rights of quiet enjoyment of others.
- 40.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the council, will not disturb the quiet enjoyment of others.
- 40.3 Residents are responsible to assume liability for and properly supervise activities of children, including, but not exhaustively, bicycling, skateboarding and hockey.

### **PARKING AND STORAGE**

#### **41. Parking**

- 41.1 A resident 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.
- 41.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 41.3 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 41.4 An owner must not sell, rent, or licence the use of parking stalls to any person other than a resident. An owner must promptly inform the council of the sale, rental or licence of a parking stall assigned to the owner's strata lot.
- 41.5 A resident must park only in the parking stall assigned to the resident's strata lot, or a parking stall bought, rented or licenced in accordance with these bylaws.
- 41.6 A resident 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.
- 41.7 Any resident's vehicle parked in violation of bylaw 41.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.
- 41.8 A resident or visitor must not use any parking area as a work area for carpentry, alterations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 41.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 41.10 A resident or visitor must not smoke while in the parking area, including inside a vehicle.



- 41.11 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area. While washing, a resident must keep audio volume low.
- 41.12 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.

#### **42. Storage lockers and bicycle storage**

- 42.1 A resident must store bicycles and tricycles only in basement parking areas, the bicycle rack and storage lockers.
- 42.2 A resident must not store any hazardous or flammable substances in storage lockers.

### **MOVING**

#### **43. Moving in/out procedures**

- 43.1 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time.
- 43.2 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.
- 43.3 A resident using the elevator during a move must ensure that the elevator service key is used to control the elevator and the doors not jammed open in any manner.
- 43.4 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled and unattended in the lobby area.
- 43.5 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 43.6 An owner must pay a non-refundable fee of \$100 on each move in of the owner's strata lot 48 hours prior to any move.
- 43.7 A resident contravening bylaws 43.1 to 43.6 (inclusive) will be subject to a fine of \$200.

### **APPEARANCE OF STRATA LOTS AND COMMON PROPERTY**

#### **44. Cleanliness**

- 44.1 A resident must not allow a strata lot to become unsanitary or untidy.
- 44.2 A resident must not throw, pile or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- 44.3 A resident must ensure that:

- (a) ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose;
- (b) recyclable material is kept in designated areas and sorted into the recycling bins provided for that purpose; and
- (c) material other than recyclable or ordinary household refuse and garbage is removed appropriately.

## **RENTALS**

### **45. Residential rentals**

- 45.1 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 45.2 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

### **46. Other Accommodation**

- 46.1 An owner, tenant or occupant must not rent less than all of a strata lot.
- 46.2 A strata lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, corporate stays, lodging house, hotel, home exchange, time share or vacation rental. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot. Effective November 30, 2018, any breach of this bylaw 46.2 is subject to a fine of up to \$1,000 per day.

## **MISCELLANEOUS**

### **47. Miscellaneous**

- 47.1 A resident or visitor must not use or store barbecues on common property, including limited common property.
- 47.2 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 47.3 A resident or visitor must not wear or use inline skates, skateboards and bicycles anywhere in the building, including a strata lot.
- 47.4 A resident must not permit any person to play or loiter 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.
- 47.5 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle

- 47.6 Except as permitted in bylaws 36.1 and 50.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices 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 authorized by the council. This will include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 47.7 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.
- 47.8 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 47.9 A resident must ensure that drapes or blinds visible from the outside of the building remain both in style and colour (true white) of the blinds originally installed in the building (2" Century Aluminum Blinds).
- 47.10 A resident must ensure that no laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 47.11 A resident must not 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. Despite the foregoing, a resident may place the following items on a balcony, patio or roof deck that has been designated for the exclusive use of a strata lot:
- (a) free-standing, self-contained planter boxes or containers; and
  - (b) summer furniture and accessories.

#### **48. No Smoking**

- 48.1 For the purposes of this bylaw 48, 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;
  - (b) **"vape"** or **"vaping"** includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
- 48.2 A resident or visitor must not smoke or vape anywhere on or within Strata Plan EPS 3084, including in a strata lot:

#### **49. Exemption from Bylaws and Rules**

- 49.1 The strata council may grant an exemption from the operation of a bylaw or rule in order to accommodate a disability in accordance with the BC **Human Rights Code**.

#### **50. Marketing Activities by Owner Developer**

- 50.1 Subject to bylaw 36.1, an owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.

50.2 An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

## **51. Security Measures**

51.1 Closed circuit television and video surveillance are installed in the following common areas of the building:

- (a) Main Entrance looking out at Hastings Street;
- (b) Main Entrance looking in at Elevator;
- (c) Rear Entrance looking out at Alley;
- (d) Rear Entrance looking in at Breezeway;
- (e) Back Alley;
- (f) Inner Breezeway;
- (g) Mail Boxes;
- (h) Garbage Room;
- (i) Parking Gates looking at Alley;
- (j) Parking Gates looking down Ramp;
- (k) Bike Room Doors;
- (l) 2nd Floor South;
- (m) 2nd Floor North;
- (n) 2nd Floor Garden;
- (o) 6th Floor South; and
- (p) 6th Floor North.

The system operates 24 hours a day, 7 days a week, 52 weeks a year and the strata corporation collects data from the closed circuit television and video surveillance.

51.2 The strata corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan EPS 3084.

51.3 The video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those strata corporation bylaws and rules, which relate to the safety and security of the building and its residents.

- 51.4 The video files are stored for a period of up to two (2) weeks from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- 51.5 The security fob usage records are stored for a period of up to one (1) month from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- 51.6 The personal information of residents will only be reviewed or disclosed as follows:
- (a) law enforcement in accordance with bylaw 51.3;
  - (b) the caretakers of the strata corporation and strata council members in accordance with bylaw 51.3; or
  - (c) in the event of an incident in which they are involved or affected, a resident may request a copy of the applicable video file or security fob usage records and the personal information of the requesting resident may be reviewed by or disclosed to the requesting resident.
- 51.7 In installing and/or maintaining the 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 resident 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.
- 51.8 A resident must not install or use, or permit to be installed or used, any surveillance measures (such as video surveillance) on the common property where such measures will or may capture any personal information about another resident or a visitor.