

NORTHWEST – EPS4185 BYLAWS

Ratified on:
October 3rd, 2019

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

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) Failure to pay strata fees on the due date will result in a fine.
- (3) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (4) Failure to pay special levy on the due date will result in a fine.
- (5) If an owner is late paying for their strata fees or special levies, the owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- (6) The interest payable on a late payment of strata fees or a special levy is not a fine, and shall form part of the strata fees for the purposes of Section 116 of the Act.
- (7) An owner in default in the payment of common expenses, strata fees, special levies, interest, fines and any other amounts owing pursuant to the Act will be deemed to be in arrears. Any owner in arrears shall reimburse the Strata Corporation and save it harmless against any and all costs and expense required to collect such arrears, including legal costs, comprised of fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis.
- (8) For the purposes of Section 133(2) of the Act, reasonable costs of remedying a contravention of the Strata Corporation's bylaws or Rules shall be interpreted to include, but not limited to, legal costs comprised of legal fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis.
- (9) Any legal costs or expenses incurred by the Strata Corporation to collect any arrears shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month following the date on which the legal expenses were incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of the payment of the monthly assessment.
- (10) Any costs and charges incurred on behalf of the Strata Corporation due to an owners cheque being returned due to non-sufficient funds will be charged directly back to the owner.

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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, including keeping balconies and decks clean and drains clear of debris, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) An owner is responsible for the repair and maintenance of the unit heat pump

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) two dogs, two cats or one of each.
- (5) The owner/tenant must submit a pet registration form for each dog. Should the owner/tenant acquire a new or additional dog, a new form must be completed. On registration, the owner will be given a collar tag that must be displayed.
- (6) All dog(s) must be licensed or registered annually in accordance with any existing municipal bylaw. Proof of current license will be submitted with the registration form.
- (7) The owner/tenant will maintain a vaccination program appropriate to the type of pet. Proof of last vaccination will be submitted with the registration form for each dog.
- (8) The owner/tenant will pick up the pets' waste immediately from any area on or around the residential property.

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- (9) If the owner/tenant's pet is disturbing the quiet enjoyment of others, the owner/tenant will remediate the problem through work with a pet trainer, behaviourist, daycare, or sitter/walker.
- (10) The owner must ensure that all pet(s) are kept clean and well-groomed, in particular that the nails of dogs and cats are kept trimmed to limit potential noise and damage related to pacing and scratching.
- (11) The pet(s) must not be left in the unit if the owner/tenant will be absent from the unit for an extended period of time. If the pet(s) are left in the care of an alternate caregiver in the unit, the name and telephone number for the caregiver must be provided to the Concierge.
- (12) Prohibited or restricted exotic animals, as defined by the B.C. Wildlife Act Controlled Alien Species Regulation are not permitted as pets.
- (13) All pets must be on leash or safely contained at all times when outside the residential unit. They must remain leashed or contained in or around the common property.
- (14) Any damage to the Strata or injuries to other people by the resident's pet, however caused, will be the sole responsibility of the resident.
- (15) An owner, tenant, occupant or visitor shall not use or permit the use of their strata lot other than as a single-family residence.
- (16) An owner, tenant or occupant must not use or permit to be used a residential strata lot, common property or common assets in a way that is for commercial or professional purposes or activities, including but not limited to the following:
- (a) short-term accommodation;
 - (b) hotel or hotel-like accommodation;
 - (c) a boarding or lodging house;
 - (d) bed and breakfast;
 - (e) Airbnb, Homeaway, VRBO or any other vacation-like, short-term use or short-term accommodation arrangements;
 - (f) executive home use arrangements;
 - (g) any licensing agreements for short term use; or
 - (h) house swaps.
- (17) For the purpose of this bylaw, short term use agreements, short-term licence agreements or other short term accommodation referred to in bylaw 3(4) is defined as any accommodation, use or licence agreement or agreement to occupy a strata lot that is for a period of less than 30 days. A Form K is required.
- (18) An owner, tenant, occupant, or visitor shall not permit the strata lot to be used for commercial or professional purposes without written approval of the Strata Council (the "Council"). Written permission may be revoked at any time, if deemed by the Council, not to be in the best interests of the Strata Corporation.
- (19) An owner, tenant or occupant must not:
- (a) use a strata lot for any purpose which creates undue traffic or noise in or about the strata lot or common property between the hours of 10:30 PM and 8 AM or which that encourages loitering by persons in or about the strata lot or common

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property;

- (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
- (c) use a musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance were interferes with the comfort of any owner, tenant or occupant;
- (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (e) leave on the common property or any limited common property any shopping cart or any other item designated from time to time by the Council;
- (f) use a barbecue, hibachi or other similar cooking devices on a balcony, deck or patio unless such a barbecue, hibachi or similar cooking device is powered by propane, natural gas or electricity; such cooking devices shall not be used except in accordance with rules made by the Strata Corporation from time to time;
- (g) shake any mops or dusters of any kind or throw any refuse out of the windows or doors or from the balcony of the strata lot;
- (h) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (i) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the buildings domestic water supply or heated water;
- (j) allow a strata lot to become unsanitary or source of odour;
- (k) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property; this bylaw does not apply to a pet permitted to be
- (l) kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (m) install any window coverings, visible from the exterior of a strata lot, which are different in size or colour from those of the original building specifications;
- (n) hang or display laundry, washing, clothing, bedding, air conditioning units or other articles from windows, balconies or other parts of the building so that they are visible from the outside the building;
- (o) use or install in or about a strata lot any shades, awnings, window or balcony guards, screens, ventilators, supplementary heating or air-conditioning devices, except those installations approved in writing by the Council;
- (p) erect on or fasten to the strata lot, the common property or any limited common property any fixtures, permanently or otherwise, including television, satellite or radio antenna or any similar structure, poles, clotheslines, racks or similar structures.

Despite for foregoing the placing of items on limited common property balcony and patio areas shall be limited to free standing, self-contained planter boxes and/or containers, summer furniture and accessories. No household furniture, such as sofas, is permitted. Storage of any household items is also not permitted;

- (q) place any indoor/outdoor carpeting on any deck, patio or balcony;
- (r) give any keys, combinations, security cards, Fob or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
- (s) perform any mechanical repairs to motor vehicles, boats, or equipment in their assigned parking area or on the common property; or
- (t) allow vehicles in their care to leak any fuels or other fluids or substances onto common property or limited common property and any owner, tenant or occupant. shall be liable for any costs incurred for clean up or damage due to

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such spillage.

(u) Bikes must not be stored on balconies or brought into the building. There is secure bike storage available within common property.

- (20) All planter boxes must be kept inside balcony railings for safety of those living below or the adjacent building sidewalks.
- (21) Storage cabinets are not permitted on balconies unless they are small patio style units with no elevation above the balcony railing or not visible from any other resident/owner balcony or visible from the street level.
- (22) When cleaning balconies or watering plants, residents or owners shall take care not to let water run over the side or drip onto another balcony or street below.
- (23) No hazardous substance or burning material (i.e. cigarettes, matches, etc.) or any material whatsoever shall be thrown from any balcony, window or doorway, or thrown on the ground at street level.
- (24) A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited 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.
- (25) Smoking of tobacco cigarettes, marijuana, e-cigarettes or other drugs are not permitted at any time on balconies, limited common property, common property or land that is a common asset.
- (26) Barbeques with a heating limit of 40,000 BTU's are allowed on balconies. One propane tank is permitted to be connected to the barbeque. Spare propane tanks shall be kept in the resident/owner storage unit in the parkade area and not on the balcony.
- (27) Smoking ovens and charcoal barbeques are not allowed to be used on the balconies as the excess smoke will be an irritant to the adjacent units.
- (28) Residents or owners must not leave pets unattended on the balcony and must not allow dogs to bark at people walking by on common property or land that is a common asset.
- (29) (1) (i) For the purposes of this bylaw the term "smoke" or "smoking" includes but is not limited to:
 - (a) inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances including but not limited to, marijuana;
 - (b) the burning, combusting and/or vaporizing of:
 - (I) tobacco of any type;
 - (II) any plant, plant product or by-product;
 - (III) any drugs or pharmaceuticals including but not limited to marijuana, crack cocaine, hashish, methamphetamines or heroin
 - (IV) e-liquids or other substances used in vaporizers, electronic cigarettes or similar appliances which allow for the inhalation of vapour of atomized liquids or substances.
- (ii) For the purposes of this bylaw "vape" or "vaping" includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
- (iii) For the purposes of this bylaw "marijuana" includes any plant grown or cultivated and harvested from the cannabis plant.

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- (2) A resident or visitor must not smoke or vape in or on the following areas that comprise and are part of the buildings and lands that comprise the Strata Corporation which include but are not limited to:
 - (a) A strata lot;
 - (b) Any common property that is located within a building (including but not limited to stairways, hallways, parking garages and walkways);
 - (c) Any limited common property;
 - (d) A balcony, patio or deck;
 - (e) within six metres of a door, window or air intake; or
 - (f) as set out in the *Tobacco and Vapour Products Control Act* and the *Tobacco and Vapour Products Control Regulation*.

- (3) A resident is prohibited from growing, harvesting, selling, distributing or cultivating marijuana in or on the following areas:
 - (a) A strata lot;
 - (b) Any common property that is located within a building (including but not limited to stairways, hallways, parking garages and walkways);
 - (c) Any limited common property;
 - (d) A balcony, patio or deck; and
 - (e) Any exterior common property.

Inform strata corporation

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

Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, 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) any interior or exterior strata lot wall;
 - (f) installing or removing plumbing or a plumbing fixture when the installation or removal requires a permit in accordance with the City's building bylaws as amended from time to time;
 - (g) limited common property;
 - (h) electrical alterations;
 - (i) alterations to the heating and/or cooling systems;
 - (j) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (k) common property located within the boundaries of a strata lot;
 - (l) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

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Obtain approval before altering common property

- 6 (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.

Permit entry to strata lot

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

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 8 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:
- (d) the structure of a building;
- (e) the exterior of a building;
- (f) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (g) doors, windows and skylights on the exterior of a building or that front on the common property;
- (h) fences, railings and similar structures that enclose patios, balconies and yards;
- (i) 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.

Division 3 — Council

Council size

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- 9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

Council members' terms

- 10 (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 re-election.

Removing council member

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

Replacing council member

- 12 (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.

Officers

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

Calling council meetings

- 14 (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

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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.

Repealed

15 [Repealed 2009-17-35.]

Quorum of council

- 16**
- (1) A quorum of the council is
 - (a) 2, if the council consists of 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.

Council meetings

- 17**
- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
 - (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
 - (3) Owners may attend council meetings as observers.
 - (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 18**
- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
 - (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
 - (3) The results of all votes at a council meeting must be recorded in the council

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meeting minutes.

Council to inform owners of minutes

- 19** (1) The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 20** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

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

Limitation on liability of council member

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

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

- 23** (1) The strata corporation may fine an owner or tenant a maximum of

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- (a) \$200 for each contravention of a bylaw,
- (b) \$50 for each contravention of a rule,
- (c) \$1,000.00 for each contravention of bylaw 3(16).

Continuing contravention

- 24** (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. In the case of bylaw 3(16), a fine of \$1,000.00 may be imposed daily for breach of that bylaw.

Division 5 — Annual and Special General Meetings

Quorum & Person to chair meeting

- 25** (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.
- (4) If within 15 minutes 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 will constitute a quorum.
- (5) Bylaw 25 (4) is an alternative to section 48 (3) of the Act. This bylaw does not apply to a meeting convened pursuant to section 43 of the Act and failure to obtain a quorum for a meeting convened pursuant to section 43 of the Act terminates and does not adjourn that meeting.

Participation by other than eligible voters

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

Voting

- 27** (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

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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 or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

- 28** 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;
 - (j) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (k) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (l) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (m) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (n) elect a council, if the meeting is an annual general meeting;
 - (o) terminate the meeting.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

- 29** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Marketing Activities by Owner Developer

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Display lot

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

Division 8 - General

Signs

- 31** (1) Except for any advertising by an owner developer in accordance with Bylaw 30, advertising for the resale or rental of a strata lot shall only be permitted on a single sign, for the use of all strata lot owners that shall be located, supplied and maintained by the Strata Corporation.

Parking Stall/Storage Area Lease

- 32** (1) Each owner of a strata lot may be entitled to the exclusive use of one or more parking stalls and/or common storage areas, if any, located within the common property pursuant to a partial assignment of the parking/storage area lease the "Parking/Storage Area Lease") between Onni Cambie Street Development Limited Partnership, as landlord, and Onni Parking Management Services Ltd., as tenant, a copy of which is attached hereto as Schedule A. Pursuant to the Parking/Storage Area Lease, upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of the landlord under the Parking/Storage Area Lease with respect to the Stalls and the Storage Areas (each as defined in the Parking/Storage Area Lease).
- (2) Level 1 is designated for paid parking and subject to the control of these spaces by Onni Development Co. and their designated parking enforcement company. Other spaces on Level 1 have been designated by Onni Development Co. as being reserved for the use of the City of Vancouver Family Centre and YMCA Daycare and their designated parking enforcement company. The Northwest Strata is not able to assist with any parking issue in these spaces.
- (3) Residents or owners are obliged to park their vehicle in their assigned parking space(s) in the parade in Levels 2, 3 and 4.
- (4) Residents or owners can rent their parking space to only other residents or owners. Parking space rentals to non-residents or non-owners is not allowed.
- (5) Residents are required to follow the speed limit as posted in the parkade as 10 km/hr.
- (6) The driving area between the two Northwest towers are to be used only by residents for drop off and pick up purposes only as this is a designated Fire Lane by the City of Vancouver. Unattended vehicles parked for more than 15 minutes will be ticketed and may be subject to having their vehicle towed at the resident expense. This area applies to Real Estate agents, delivery staff, taxis, etc. The lane north of the Family Care/YMCA is the property of the City of Vancouver and therefore not in the jurisdiction of the Northwest Strata
- (7) The residents are required not to store any personal belonging in their designated parking space(s) and they will be subject to a fine.

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- (8) Residents are required to use their parking FOB to enter the main gate at Level 1 when that gate is closed at night and also to use the FOB to enter the resident parking Levels 2, 3, and 4. The residents are also required to wait until the gate is fully closed behind them before proceeding to their parking space. This requirement is to prevent unauthorized people from entering the resident parking levels and possibly break into resident vehicles. Residents who do not follow this rule will be subject to fines.
- (9) Resident should immediately notify the Concierge of any suspicious persons or activities in the parkade.
- (10) If a resident finds another vehicle in their designated parkade parking space, they shall follow the following process:
- (I) Immediately notify the concierge of the infraction
 - (II) The concierge will do their best effort to locate the owner of the vehicle and have them remove the vehicle immediately
 - (III) If the vehicle owner cannot be relocated, the resident should consider parking their own vehicle on the street parking for up to 12 hours or in the Level 1 paid parking as the vehicle may be parked in the resident space by mistake by another resident.
 - (IV) The concierge shall place a notice on the vehicle parked in the resident space that they are illegally parked and are subject to being towed at their expense if the vehicle is not removed within 2 hours.
 - (V) The Concierge shall take a picture of the vehicle and record the license number
 - (VI) In the event that the illegally parked vehicle is still in the resident space for more than 2 hours, the concierge will have the vehicle towed at the owner's expense and then notify the resident that they can return to their own parking space in the parkade.
 - (VII) If the same vehicle that parked illegally is again found in another resident parking space without the permission of that owner, the vehicle will be towed immediately.
- (11) Residents who store a vehicle in their designated parking space are required to have the required amount of storage insurance on their vehicle and leave a copy of the insurance on the front left dash of the vehicle.
- (12) There are Loading Zone parking available on parking level P1 adjacent to the inside of the residential parking gate. Residents may use these for their own minor loading and unloading purposes for only 30 minutes. Please place a note the vehicle when unattended that the vehicle belongs to a resident that is just loading/unloading. Unattended vehicles parked for more than 30 minutes will be ticketed and may be subject to having their vehicle towed at the resident expense.
- (13) Residents are responsible for cleaning their designated parking space when their vehicle has an oil or gasoline leak on the concrete floor as well as cleaning the spill where it is also flowed onto adjacent parking spaces or driveways.

Residential Use

- 33** (1) No owner, tenant, occupant or visitor may use a strata lot for any purposes other than residential purposes and other purposes ancillary to residential purposes. Notwithstanding the foregoing, an owner developer who has one or more unsold strata lots may use such strata lots for the purposes set out in Bylaw 30.

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Guest Suite

- 34** (1) The owners and tenants of the strata lots will be entitled to reserve the guest suite located within the common property of the strata plan (the "Guest Suite") in accordance with the following bylaws and any rules passed from time to time regarding the guest suite.
- (2) Any theft, loss, damage or excessive cleaning, as assessed by the Strata Concierge, shall be deducted from the damage deposit provided and, if in excess of the damage deposit(s), billed to the owner of the Strata Lot that made the reservation (including where tenants have made reservations).
- (3) Owners of the Strata Lot that made the reservation are responsible for their guests that stay in the Guest Suite. For further clarity, this extends to bookings made by tenants – the owner of the Strata Lot is ultimately responsible. Guests staying in the Guest Suite must abide by and observe all Northwest Bylaws and Rules. Contraventions of Northwest Bylaws and Rules may result in warnings and/or fines assessed to the associated Strata Lot owner.
- (4) Residents and Owners of Strata Lots at Northwest may not book the Guest Suite for any commercial purposes including (but not limited to) services such as Craigslist, AirBnB, Hotels.com etc.
- (5) Neither Strata Council nor their representatives are liable for any damage, loss or theft of items belonging to Guest Suite occupants.
- 35** (1) The strata corporation shall not be financially responsible to an owner for any loss, damage or expense to an owner for overflows or leakage of water arising from a strata lot or any adjoining strata lots where such overflow or leakage arises from that part or parts of a strata lot that an owner is required to repair and maintain under these bylaws.
- (2) An owner is responsible for any loss or damage to a strata lot, common property, limited common property, common facilities or common assets when the cause of the loss or damage originated within the owner's strata lot and shall 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, common facilities 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.
- (3) 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.
- (4) For the purposes of these bylaws, any insurance deductible paid or payable by the Strata Corporation where a claim is made under the strata corporation's insurance policy will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.
- (5) For the purposes of these bylaws any uninsured repair costs incurred by the Strata Corporation to mitigate against further damage, whether within a strata lot or to common property, limited common property or to common assets, including without limitation emergency restoration or emergency repair costs or to mitigate against further damage or to remedy or repair damage that is the responsibility of the owner,

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will be charged to the owner and shall become due and payable on the date of the next monthly assessment.

- (6) In addition to the obligations and liabilities imposed by bylaw (1) to and including bylaw (5), an owner is strictly liable to the Strata Corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot as a result of:
- (a) any of the following items located in the owner's strata lot:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) hot water tank;
 - (v) washing machine;
 - (vi) radiant heating system, including boiler;
 - (vii) toilets, sinks, bathtubs,
 - (viii) plumbing pipes, fixtures and hoses that are not common property;
 - (ix) fireplaces;
 - (x) anything introduced into the strata lot by the owner;
 - (b) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - (c) any areas of limited common property that an owner is required to maintain and repair including but not limited to damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
 - (d) any pets residing in or visiting at the owner's strata lot; and
 - (e) any children residing in or visiting at the owner's strata lot.

- 36** (1) Residents who are either moving into the Northwest buildings shall contact the Concierge with their proposed moving schedule at least a week in advance.
- (2) The Concierge will arrange a block of 3 hours for the resident provided the dates and times do not conflict with other moves previously scheduled. The resident can utilize another block of 3 hours on their moving date providing there is no other bookings at that time.
- (3) The resident is responsible for any damage to the building common property inside the lobby and on the resident's corridor during the move in process. These areas will be reviewed before and after the move by the Concierge. Damages shall be reported to the building manager and Rancho Management.
- (4) Residents are required to pay a moving in fee of \$100 and provide a separate payment for a refundable damage deposit of \$200 which will be returned by the Concierge if there is no damage.
- (5) There is no fee to move out of the Northwest buildings although the \$200 damage deposit applies.
- (6) The Concierge is responsible for putting up the vertical moving blankets in the main floor elevator lobby to protect the walls from damage
- (7) The move may be scheduled between the hours of 8:00 AM to 8:00 PM 7 days per week.

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- (8) The Concierge is not responsible for issuing keys for a resident to move in or to collect keys from a move out. This shall be arranged by the resident with their real estate company.
- (9) The Concierge is responsible to lock out an elevator during the assigned date and times plus ensure the elevator has the required moving wall pads inside the elevator.
- (10) Residents are not allowed to move in or out of the buildings via the parkade on Levels 1, 2 or 3.