

STRATA PLAN

EPS2001

The Verve

BYLAWS

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) For the purposes of paying the strata fees and any other amounts owing to the strata corporation, each owner will, as directed by the strata corporation, provide to the strata corporation:
 - (a) twelve post-dated cheques on the first day of each calendar year; or
 - (b) written authorization for the automatic debiting of the owner's bank account.
(3) Failure by an owner to provide the post-dated cheques or the written authorization for the automatic debiting of the owner's bank account in accordance with subsection 1(2) of the Bylaws is a contravention of the Bylaws and the strata corporation will levy a fine of \$50.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$50.00 and an administration charge of \$25.00.

(4) An interest levy of 10% per annum may be levied against any owner who payments for strata fees for a particular month have not been received by the strata corporation by the 15th day of that month.

Repair and maintenance of property by owner

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

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

(3) An owner is responsible to maintain any gardens and/or planter boxes designated as limited common property for the exclusive use of such owner. In order to maintain the exterior appearance of the building and landscaping to a consistent standard, the strata corporation may, upon written notice of the failure of an owner to maintain limited common property garden areas, maintain such garden areas at the owner's cost.

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 other domestic pets.

(5) An owner, tenant, occupant or visitor shall not:

- (a) hang or place any window drapes, blinds, signs or other objects which will adversely affect the consistency of the exterior appearance of the building, including, without limitation, the placement of any metallic or reflective coating, tinting or material on any doorway or window;
- (b) use or permit the use of a strata lot other than as a single family residence;
- (c) erect, place, keep or display signs, billboards, advertising matter or notice or display of any kind on the common property, limited common property or in a strata lot in any manner which may be visible from the outside of the strata lot (other than "for sale signs which may be placed in that area of the common property designated for that purpose from time to time by the strata council);
- (d) deposit household refuse and garbage on or about the common property or limited common property except in places designated by the strata council from time to time. Any materials, other than ordinary household refuse and garbage shall be disposed of either by or at the expense of the owner;
- (e) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules passed by the strata council from time to time;
- (f) park any recreational vehicle, boat, trailer or other property, except passenger vehicles in accordance with the parking facility lease, on the common property or limited common property;
- (g) undertake repairs to any vehicle or service any vehicle on the common property;
- (h) park any propane powered vehicles on the common property or limited common property;
- (i) use an instrument or other device within a strata lot which, in the opinion of the strata council, causes a disturbance or interferes with the comfort of other owners;
- (j) take a bicycle into the building or through common areas within the building (other than the underground parking entrance) or stored on balconies, or other areas of common property except in storage areas designated for such a purpose;
- (k) cause the sidewalks, walkways, passages and driveways of the common property to be obstructed or used for any purpose other than ingress or egress from the strata lots and parking areas within the common property;
- (l) shake mops or dusters of any kind and shall not throw refuse or fluids out of windows or doors or from the balcony of a strata lot;
- (m) permit any soliciting within the strata plan;

- (n) smoke in any of the indoor common areas, including the elevator, hallways, storage lockers, recreation areas, lobby and stairwells;
- (o) throw out material, especially burning material such as cigarettes or matches or permit material to fall out of any window, door, balcony/patio, stairwell, passage or other part of the strata lot or common property;
- (p) cycle, skateboard or roller blade/skate on any common property, including sidewalks, pathways, garage and roadways;
- (q) store or place on balconies any items, including without limitation any articles of clothes, linens or other type of laundered item, visible to pedestrians or to other strata lot residents with the exception of patio furniture;
- (r) erect or fasten a television or radio antennae, satellite dish, lighting or similar structures onto any strata lot or common property (including limited common property);
- (s) allow oil leaks and exhaust pollution stains from vehicles and shall clean up such leaks and stains from the owner's parking stall(s);
- (t) allow or permit his or her pet's waste to remain on the common property and shall take all reasonable measures to control and be responsible for any approved pets in or about the strata lot, common property and limited common property;
- (u) permit visitors' pets within the building;
- (v) store any hazardous materials or items that may deteriorate or attract pests in the storage room area; and
- (w) use or allow to be used any barbeques (other than propane or natural gas barbeques), smokers or similar cooking devices in or about any strata lot, limited common property or the common property of the strata corporation except in areas so designated by the strata council or on the strata plan.

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:
 - the structure of a building;
 - (a) the exterior of a building;
 - (b) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (c) doors, windows or skylights, on the exterior of a building, or that front on the common property;
 - (d) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (e) common property located within the boundaries of a strata lot;
 - (f) 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.

(3) Any alteration to the building security system, the heating, ventilating and air-conditioning system, and the fire sprinkler system shall be carried out by the company retained by the strata corporation to maintain the security, heating, ventilating and air conditioning system, and/or the fire sprinkler system.

(4) Only licensed and qualified plumbers, electricians and other trades approved by the strata council shall be retained by an owner to carry out electrical, plumbing or other work in a strata lot.

(5) The removal, replacement, or modification of any flooring located within an owner's strata lot will only be done in accordance with the requirements of the strata council as to the type of flooring installed and any sound deadening requirements.

(6) An owner will only permit contractors that are approved by the strata council to undertake work within an owner's strata lot and an owner will ensure that such contractors carry out any work within their strata lot on the following terms and conditions;

(a) work will only be conducted by contractors within an owner's strata lot from Monday to Saturday between the hours of 8:00 a.m. and 6:00 p.m. (excluding holidays);

(b) contractors will remove all rubbish, debris and unused materials from the strata lot and common property and will not dispose of such items within the dumpster or the recycling bins that area located on the common property and will be responsible for cleaning any dirt, duct or debris from the common property that arises as a result of the contractor's work;

(c) contractors will adhere to all rules and regulations with respect to security of the building during the course of undertaking any work within an owner's strata lot; and

(d) contractors must arrange with the building manager to pre-book the use of any elevators located within the building if an elevator is required for the purposes of transporting any building materials to or from an owner's strata lot.

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.
- (3) Any alteration to the security system, the heating, ventilating and air-conditioning system, and fire sprinkler system shall be carried out by the company retained by the strata corporation to maintain the security, heating, ventilating and air-conditioning system, and/or fire sprinkler system.

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 the 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 is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building, or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies or yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of the building;
 - (ii) the exterior of the building;
 - (iii) chimney, 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 the common property;
 - (v) fences, railings or similar structures that enclose a patio, balcony or yards.

Division 3 – Council

Council size

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

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 reelection.

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 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions 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 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.

Requisition of council hearing

- 15 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

- 16 (1) A quorum of the council is
- (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

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 meeting minutes.

Council to inform owners of minutes

- 19 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 The strata corporation may fine an owner or tenant a maximum of

- (a) \$200.00 for each contravention of a bylaw, and
- (b) \$50.00 for each contravention of a rule.

All fines levied against an owner of a strata lot will be added to and will form part of the strata fees payable by such owner and will become due and payable in full on the first day of the month following the date of the imposition of such fine. All funds received by the strata corporation from an owner will be applied firstly to the payment of any fines that have been levied with respect to such owner's strata lot and secondly to the payment of any other sums payable with respect to such strata lot.

Continuing contravention

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

Division 5 – Annual and Special General Meetings

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.

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 voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) Notwithstanding Section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of the council; but in any other case, if within ½ hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

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;
 - (i) ratify any new rules made by the strata corporation under section 125 of the Act, if the meeting is an annual general meeting;

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

Division 6 – Voluntary Dispute Resolution

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

Promotion

- 30 Notwithstanding paragraph 3(5)(d), during the time the owner-developer of the strata corporation is the owner of any strata lot, it shall have the right to:
- (a) maintain any strata lot or strata lots, leased by it as display suites and/or sales centres and to carry on any marketing and sales functions, in respect of the development, within such strata lots and within any area of the common property of the development;
 - (b) erect and maintain signage in and around any unsold strata lots and on the common property of the development for the duration of the marketing program;
 - (c) maintain display areas, landscaping and parking areas;
 - (d) use any parking assigned to any unsold strata lots for marketing purposes and for any other reason related to its development; and
 - (e) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and their representatives,

in each case as may be reasonably determined by the owner-developer in order to enable or assist it in marketing or selling any strata lot within the development. The owner-developer shall act reasonably in exercising its rights under this Section 30.

Division 8 – General

Recreational Facilities

- 31 The strata council shall set up booking procedures and rules for the use of the social facilities in the building. If an owner of a strata lot uses any of the social facilities, such owner will be responsible for ensuring that the facilities are left in a clean and tidy state.

Access by Consultants

- 32 The owners will permit the owner-developer's building/envelope consultants and the consultants or representatives of any warranty provider in connection with the construction of the development to have access to the development from time to time during construction thereof and after completion of construction for the purpose of inspecting and monitoring the building envelope and other components of the buildings comprising the development.

Access by Contractors

- 33 An owner will permit (upon receipt of reasonable notice) the strata corporation's agents, representatives and contractors to have access to any patios, balconies and decks located off of an owner's unit for the purposes of carrying out any required maintenance, replacements, inspection, landscaping and repairs.

Noise Control

- 34 An owner, tenant or occupant must not use a strata lot, limited common property or common property in a way or for any purpose that causes unreasonable or undue noise and shall take all reasonable steps to satisfy noise complaints from neighbours. Without limiting the generality of this bylaw, an owner, tenant or occupant of a strata lot shall avoid the use or operation of noisy equipment or machinery in or around the strata lot between the hours of 6:00 p.m. and 8:00 a.m.

Items Left on Common Property at Own Risk

- 35 Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is insured under that policy.

Damage to Common Property

- 36 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot resulting from the owner's willful act or negligence or by that of any member of the owner's family or guests, servants, agents, contractors or tenants but only to the extent that such expense is not recovered from the proceeds of insurance carried by the strata corporation.

Repair and Maintenance of Property by Owner

- 37 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.

Insurance and Damage to Property

38 (1) For the purposes of sections 149(4)(b) of the Act, "major perils" shall include the peril of "earthquake" in addition to those perils listed under Regulation 9.1 (2).

(2) The owner(s) of a strata lot shall be obligated to pay to the strata corporation the amount of any insurance deductible required to be paid by the strata corporation in relation to any claim made under or against the strata corporation's insurance policy which is the result of physical damage to the common property, limited common property or those portions of a strata lot which the strata corporation is required to insure for which the owner(s), a tenant or an occupant of that owner's strata lot or their guest(s) or invitee(s), are responsible or the source of which originates in that owner(s) strata lot. The amount of such deductible shall be payable along with the next installment of strata fees.

(3) The strata corporation, subject to the terms of the Strata Property Act and these bylaws, may sue an owner, tenant or occupant for damages suffered (including but not limited to the amount of any insurance deductible paid by the strata corporation or repair costs incurred) as a result of physical damage caused by or resulting from the acts or omissions of that owner, tenant, occupant or their guest(s) or invitee(s) to the common property, limited common property or those portions of a strata lot which the strata corporation is required to repair or insure. The strata corporation may choose to sue only the owner(s) of a strata lot in relation to damage caused by a tenant or other occupant of that strata lot or their guest(s) or invitee(s). Nothing in this section shall act to restrict the rights of the strata corporation arising under s. 133 of the Strata Property Act.

(4) If an owner makes an insurance claim under the strata corporation's insurance policy in relation to any portion of that owner's strata lot which the strata corporation is required to insure and the owner(s), a tenant or an occupant of that owner's strata lot or their guest(s) or invitee(s) are responsible for the damage which gave rise to the claim, the owner shall pay any deductible required to be paid.

(5) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any portion of a strata lot which the strata corporation is required to repair and maintain by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants, invitees, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. Where the said damage is covered by insurance any insurance deductible paid or payable by the strata corporation shall be collectible in accordance with this bylaw.

Security

39 Strata Lot owners or residents are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.

Security Measures

40 (1) Closed circuit television (CCTV) and video surveillance are installed in the following common areas of the Strata EPS 2001 buildings: building entrances, lobbies, storage and garbage rooms. The system operates 24 hours a day and the Strata Corporation collects data from the CCTV and video surveillance.

(2) The Strata Corporation collects data with respect to the usage of each security fob programmed for use at the Strata EPS 2001

(3) The video files and/or security fob usage records will be used for ensuring the safety and security of the residents, the strata property, and for bylaw and rule enforcement purposes, by detecting or deterring and assisting in investigation of criminal activity, and/or determining the offending party in case of a bylaw or a rule infraction. [Registered March 31, 2017 – CA5908337]

(4) The video files are stored for a period of 45 days from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.

(5) The security fob usage records are stored for a period of six months from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.

(6) The personal information of owners, tenants or occupants collected herein in accordance to the purposes set out in Paragraph 3, will only be reviewed or disclosed to:

(a) Authorized law enforcement personnel, and/or

(b) The strata managers, the managers/supervisors of the Strata Corporation, and Council members.

[Registered March 31, 2017 – CA5908337]

(7) In the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.

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 owner, tenant or occupant or visitor in any capacity (including the 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 system.