

# STRATA PLAN BCS1172 BRAVA

## BYLAWS

**Attached are the Bylaws for Strata Plan BCS1172.  
For legal purposes, please obtain a true copy of the  
Bylaws as registered in the Land Title Office.**

***Please note: This Bylaw package may or may not  
contain the basic Bylaws of the Strata Property Act.***

### STRATA PLAN BCS1172 BRAVA BYLAWS

**Date:**

Registered: March 31, 2015  
Amended: September 2, 2015  
Adopted: June 8, 2017  
Adopted: March 22, 2018  
Amended: December 5, 2018  
Amended: February 19, 2019  
Adopted: August 20, 2019  
Adopted: April 21, 2020  
Adopted April 20, 2021  
Adopted June 17, 2022

**Registration #:**

CA4312242  
CA4652532  
CA6054241  
CA6857779  
CA7232637  
CA7363246  
CA7723262  
CA8184672  
CA9072386  
CB14651

**BRAVA - STRATA PLAN BCS 1172**

(7) **RESOLUTION "A" – CANCELLATION OF SECTIONS**

**¾ VOTE RESOLUTION OF THE OWNERS, STRATA PLAN BCS 1172  
TO CANCEL SECTIONS AND AMEND BYLAWS  
(Section 193 of the *Strata Property Act*)**

*(Note: This resolution will only be effective if the ¾ vote resolutions of each of the Commercial Section, the Residential Section and the Strata Corporation are all approved)*

**WHEREAS:**

- A. Bylaws 1.1 and 1.2 filed on February 18, 2005 at the Land Title Office provide, respectively, for the creation of each of the Commercial Section and the Residential Section;

The owners of the strata lot(s) comprising each of the Residential Section and the Commercial Section have at this meeting voted, by way of ¾ vote resolutions, to cancel, as applicable, the Residential Section and the Commercial Section;

Section 193 of the *Strata Property Act* (the "**Act**") requires that the cancellation of a section in part be approved by way of a ¾ vote resolution of the Strata Corporation;

**BE IT RESOLVED** by a ¾ vote of The Owners, Strata Plan BCS 1172 (the "**Strata Corporation**") that, pursuant to sections 128 and 193 of the Act:

- (a) the Residential Section and the Commercial Section each be cancelled; and

the bylaws of the Strata Corporation be amended by repealing all of the bylaws of the Strata Corporation and adopting the attached "Schedule A" as the bylaws of the Strata Corporation.

**END OF RESOLUTION**

It was moved and seconded to adopt Resolution "A" as presented.

**Voting Results:** 26 in Favour, 0 Opposed, 0 Abstained

**CARRIED**

## SCHEDULE A

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# BYLAWS

## PART 1 - Types

### Commercial Type

- 1.1 The non residential strata lots, being strata lots 421 to 424, shall be one type of strata lot and are referred to in these bylaws collectively, as the "Commercial Strata Lots".

### Residential Type

- 1.2 The residential strata lots, being strata lots 1 to 420, shall be one type of strata lot and are referred to in these bylaws collectively, as the "Residential Strata Lots".

## PART 2 - Duties of all Owners, Tenants, Occupants and Visitors

### Payment of strata fees

- 2.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid.
- (3) The Strata Corporation may levy a fine up to \$100.00 per month or portion thereof each time an Owner fails to pay strata fees in accordance with Bylaw 2.1 (1).

*(Adopted at AGM April 21, 2020)*

- (4) An Owner shall pay all Special Levies in accordance with the resolution approving such Special Levy in accordance with the Act.

*(Adopted at AGM April 21, 2020)*

- (5) The Strata Corporation may levy a fine up to \$200.00 per month or portion thereof each time an Owner fails to pay special levy fees in accordance with Bylaw 2.1 (4).

*(Adopted at AGM April 21, 2020)*

### Repair and maintenance of property by owner

- 2.2 (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.

### Use of property

- 2.3 (1) An owner, tenant, occupant, employee or visitor must not:

- (a) causes a nuisance, disturbance or hazard to another person,
- (b) causes unreasonable or repetitive 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.
  
- (f) verbally or physically harass, abuse or bully concierge, cleaning staff, building manager or council member and any such harassment, abuse or bullying will, in addition to being reported to the strata council, will be immediately reported to the Vancouver Police Department who will be given full and complete access to any video camera surveillance system (the "System") footage of the incident if captured by the System.

***(Adopted at AGM August 20, 2019)***

- (g) Owners, tenants and occupants whose names are not listed on the resident's information form (the "RIF") will not, if they have lost or misplaced their keys or fobs, be granted access into the building by the concierge. It is the responsibility of each owner, tenant and occupant to ensure that the RIF on file for their strata lot is accurate and up to date.

***(Adopted at AGM August 20, 2019)***

- (h) dispose, or permit the disposal, of any item in a strata lot's toilet other than human waste or toilet paper. The following non-exhaustive list identifies items that are not permitted to be flushed down a strata lot's toilet: flushable wipes, personal hygiene items, cotton balls, cotton swabs, wipes of any sort, tampons, napkins, paper towel, cat litter, cigarette butts, dryer sheets, dental floss, matches, or food scraps.

***(Amended at AGM held 2023-04-13)***

- (2) An owner, tenant, occupant, employee 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 the Act.
- (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose, or permit it to be so used.
- (4) An owner of a residential strata lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.
- (5) An owner, tenant or occupant must not use (or permit to be used), advertise (or permit to be advertised), or license (or permit to be licensed) all or part of a strata lot for vacation, travel or temporary accommodation of any kind (for example, Airbnb, VRBO, etc.). Any legal costs, expenses or disbursements incurred by the strata corporation to enforce this Bylaw, including

but not limited to obtaining injunctive relief from the Court, and any loss, damage, expense, or cost incurred by the strata corporation as a result of a violation of this Bylaw, are the responsibility of the contravening owner, tenant and/or occupant, and shall be recoverable from the owner, tenant and/or occupant on a solicitor and own client basis by the strata corporation. For clarity, "temporary accommodation" means, non-exhaustively, accommodation that is provided for a period of less than thirty (30) consecutive days at a time to anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration in exchange for occupancy and accommodation that is provided for any period of time wherein the person granted occupancy maintains a primary residence elsewhere.

*(Amended at AGM held 2023-04-13)*

- (6) An owner, tenant or occupant who uses a strata lot in contravention of subsection (5) of this bylaw may be subject to a fine of \$200 per contravention, at the discretion of the strata council. Effective November 30, 2018, this fine will be increased to a maximum of \$1,000 for each day that the strata lot is used as short-term accommodation in contravention of this bylaw.

*(Adopted at SGM November 21, 2018)*

- (7) Smoking, as it is defined as follows, is prohibited anywhere on common property, limited common property and within the strata lot:
- (a) "smoke" or "smoking" includes, but is not limited to, 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, vaporizing or carrying or using an activated e-cigarette.

*(Adopted at AGM April 20, 2021)*

#### **Inform strata corporation**

- 2.4 (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**

- 2.5 (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 (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e., including, for example, adding security devices to the entrance door to a strata lot);
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;

- (f) common property located within the boundaries of a strata lot;
  - (g) parts of the strata lot which the strata corporation must insure under the *Strata Property Act* including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g. the original wall to wall carpeting).
- (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) An owner must not do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the strata council will alter the exterior appearance of the building.
  - (4)
    - (a) A residential owner shall not install hard floor surfaces such as hardwood floors, laminate floors, or tile, in a strata lot, without written permission from Council.
    - (b) All approved installations shall require a signed assumption of liability to be provided to the strata corporation prior to installation.
    - (c) Laminate or hardwood flooring must be installed over insulation with a minimum FIIC65, IIC73 or STC73 rating. Owners are encouraged to use higher quality sound insulation materials if available. **(Adopted at AGM August 20, 2019)**
    - (d) The strata corporation shall be permitted during the installation to verify that the agreed materials are being used.
    - (e) Owners failing to comply with this bylaw will be fined at Council's discretion until proper underlay has been installed.
    - (f) Subsections (c), (d), and (e) of this bylaw do not apply to the townhouse units. **(Adopted at AGM March 21, 2012)**

**Obtain approval before altering common property**

- 2.6 (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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

**Permit entry to strata lot**

- 2.7 (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,



- (i) 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 the Act, and
  - (ii) to ensure compliance with the *Strata Property Act* and these bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
  - (3) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a strata lot.
  - (4) An owner must ensure that access is provided to his or her strata lot for the annual fire inspection at the date and time designated by the Strata Corporation. The strata corporation must provide at least 30 days' notice to owners in advance of the inspection. If access is not provided, the strata corporation may assess fines of up to \$200 until the in-suite testing has been completed. Furthermore, the owner will be responsible for paying for the return visit(s) by the fire inspection contractor.

*(Adopted at AGM August 20, 2019)*

### **Compliance with bylaws**

- 2.8 An owner, tenant, occupant, employee or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation from time to time.

### **Pets**

- 2.9 (1) An owner, tenant or occupant shall be entitled to keep two, but not more than two, domestic pets in a strata lot unless another pet is otherwise approved in writing by the strata council. Pets are defined as domesticated animals kept for pleasure rather than utility. Seeing eye dogs are exempted from this bylaw. An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation with respect to the keeping of pets.
  - (a) Aquariums containing fish, to a maximum of 30 gallons, may be kept within a strata lot. Any resulting water damaged caused by an aquarium will be the responsibility of the strata lot owner;
  - (b) Reptiles are prohibited from being kept within a strata lot.
- (2) Pet owners are responsible for flea maintenance within their own unit.
- (3) All pets that are permanently or temporarily residing in a strata lot must be registered with the Strata Corporation within one week of the pet's arrival and all pets must be licensed with the City in accordance with City of Vancouver bylaw requirements.
- (4) An owner of a pet shall not permit the pet to urinate or defecate on any part of the common property, and if any pet does accidentally urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means. Cat litter must be disposed of within a waste container, and must not be flushed down toilets.
- (5) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.

(6) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling. Pets are not permitted on interior or exterior common property unless controlled on a leash. Any damage by pets to strata corporation property shall be the responsibility of the pet's owner and in the case of visiting pets, the responsibility of the host owner.

(7) The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.

(8) If any owner, tenant or occupant violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet permanently removed from the strata lot within thirty days of receiving such notice.

*(Adopted at AGM March 30, 2006)*

### **Claims on Insurance Policies**

- 2.10 (1) No owner, tenant, or occupant shall commence or proceed with an insurance claim that may affect, or result in a claim applied against, the strata corporation insurance policy as obtained in accordance with section 149 of the *Act*, as amended from time to time, without first obtaining the written consent of the strata council. Any and all personal insurance claims must be reported to the strata corporation even if the claim is not anticipated to affect the strata corporation's insurance policy.
- (2) An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, common asset(s), or to any strata lot, where the cause of such loss or damage originated within the owner's strata lot and the loss or damage is not covered by the strata corporation's insurance policy.
- (3) An owner shall indemnify and save harmless the strata corporation from the expense of any investigation, maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot where the cause of such loss or damage originated within the owner's strata lot, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- (4) If any loss or damage deemed to be the responsibility of an owner under subsection (2) and/or (3) of this Bylaw results in a claim against any insurance policy held by the strata corporation, the owner is strictly liable to reimburse the strata corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the strata corporation's insurance coverage. The owner shall indemnify and save harmless the strata corporation for these amounts.
- (5) If any loss or damage deemed to be the responsibility of an owner under subsection (2) and/or (3) of this Bylaw does not exceed the insurance deductible for an insurance policy held by the strata corporation, the owner is strictly liable and shall indemnify and save harmless the strata corporation for any resulting expense for maintenance, investigation, repair or replacement rendered necessary, which it is the strata corporation's responsibility to perform.
- (6) For the purposes of this Bylaw, any amount which an owner is responsible to pay the strata corporation shall be assessed against the owner's strata lot and included in the statement of account for that strata lot.

- (7) Owners must obtain and maintain liability and property insurance on their strata lot(s) sufficient to cover the cost of any insurance deductibles or uninsured repair costs charged to the owner by the strata corporation pursuant to this Bylaw. An owner must provide proof of insurance to the strata corporation upon request.

*(Amended at AGM held 2023-04-13)*

### **Damage to Property**

2.11 (1) In the event of an emergency emanating from a strata lot whose occupant can not be contacted, access for protection of common property and safety, may be gained by force at the owner's expense.

(2) In the event that an owner or any member of their family, guests, servants, agents or tenants cause damage to common property, limited common property or common facilities, the owner or tenant shall be held responsible for such loss and promptly reimburse the Strata Corporation for full costs of repair or replacement of the damage done.

(a) exceptions to the foregoing are where loss originates from the rupture or malfunction of a permanent public supply line or sewer system, or where the damage originates from common property. These are not the responsibility of the strata lot owner as previously defined, and all these damages shall be the responsibility of the Strata Corporation.

(b) Damages to the personal property of an owner or occupant of any unit, together with any upgrading, substituting, improvements or betterments to any unit that have been made or acquired by the owner from those originally installed by the developer, shall be the responsibility of the owner. *(Adopted at AGM March 30, 2006)*

## **PART 3 - Powers and Duties of Strata Corporation and Council**

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

3.1 The strata corporation must repair and maintain all of the following:

- (1) common assets of the strata corporation;
- (2) common property that has not been designated as limited common property;
- (3) limited common property but the duty to repair and maintain it is restricted to:
  - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (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 (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on

the common property (including, without limitation, the entrance doors to strata lots);

- (v) fences, railings and similar structures that enclose patios, balconies and yards;
- (4) 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:
- (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 (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property, and
  - (e) fences, railings and similar structures that enclose patios, balconies and yards.
- (5) Notwithstanding any other provision in these bylaws, the strata corporation is not responsible for the following aspects of the repair and maintenance of limited common property balconies, patios, and rooftop terraces: Cleaning the floor surface, keeping the floor drain clear, and removing plant growth on or between pavers. The foregoing repair and maintenance shall be the sole responsibility of the owner who has the use of the balcony, patio, or rooftop terrace.

*(Adopted at AGM March 21, 2012)*

### **Council size**

- 3.2 The council must have at least 3 and not more than 7 members, and at least one of its members will be a representative of the commercial strata lots and at least one of its members will be a representative of the residential strata lots.

### **Council members' terms**

- 3.3 (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**

- 3.4 (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.
- (3) 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 the Act.

### **Replacing council member**

- 3.5
- (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 of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **Officers**

- 3.6
- (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 and a vice president, and may elect 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**

- 3.7
- (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.

### **Requisition of council hearing**

- 3.8 (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**

- 3.9 (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**

- 3.10 (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 not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings;
  - (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**

- 3.11 (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**

- 3.12 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**

- 3.13 (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**

- 3.14 (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**

- 3.15 (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.

## Consents

- 3.16 (1) Any consent, approval or permission given under these bylaws by the strata council will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the *Strata Property Act*, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

## PART 4 - Enforcement of Bylaws and Rules

### Maximum fine

- 4.1 (1) The strata corporation may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, and
  - (b) \$50 for each contravention of a rule.
  - (c) \$1,000 for each contravention of a short-term accommodation bylaw.  
*(Adopted at SGM November 21, 2018)*
- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the *Strata Property Act* or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the strata council pursuant to the *Strata Property Act* or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

### Continuing contravention

- 4.2 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.



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

### **Person to chair meeting**

- 5.1 (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**

- 5.2 (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
- (4) General Meetings may be held by electronic means, if at all times all eligible voters and other participants can communicate with each other in real time, including communicating during discussion on and voting for all resolutions and, in the case of annual general meeting, approval of the budget and election of council.

*(Amended at AGM held at 2022-04-13)*

### **Voting**

- 5.3 (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) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

- (9) If an Annual or Special General Meeting is held by telephonic or electronic means all persons and participants shall be deemed to be present in person for the purposes of the meeting.
- (a) Notwithstanding any other strata corporation bylaw regarding general meetings, voting at general meetings held by electronic means will, subject to this bylaw, be limited to eligible voters voting electronically, including eligible voters holding proxies. Proxy forms for electronic general meetings may be mailed, faxed or sent by e-mail to owners together with the notice of meeting. Completed proxy forms can be completed and delivered to the strata council at a location determined by council, which may include the Strata Manager, prior to or at the time for registration for the meeting. The strata council may encourage owners to return completed proxy forms to a designated council member(s). Eligible Owners remain, however entitled to provide their completed proxy to a proxy holder of their choice. Completed proxy forms may be returned by mail, fax or by e-mail or shown or reproduced on a person's electronic device and shown to the chair at the time of registration.
- (10) The minutes of the annual or special general meeting will be the only record of the meeting regardless if held by either held in person or by electronic means. No council member or observer or Owner will make a video or audio recording of the meeting.  
*(Amended at AGM held at 2022-04-13)*

## **Order of business**

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

- (1) certify proxies and corporate representatives and issue voting cards;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) 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;
- (9) ratify any new rules made by the strata corporation;
- (10) report on insurance coverage, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting.

### Electronic Attendance at Meetings

- 5.5 (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.
- (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.
- (3) Notwithstanding any other Bylaw, a vote may not be conducted by secret ballot at an Annual or Special General Meeting held by electronic means.
- (4) Notwithstanding any other Bylaw, if the strata corporation elects to hold an Annual or Special General Meeting by electronic means, votes on a resolution at an electronic meeting may be cast by eligible voters using any one of the following voting methods:
- (a) email to a designated email address during a designated voting window;
  - (b) show of voting cards if visual electronic communication is available;
  - (c) call of the roll;
  - (d) hand delivery of the ballots to a designated location; or
  - (e) any other electronic method that identifies votes of eligible voters.
- (Amended at AGM held 2023-04-13)*

### PART 6 - Common Expenses

#### Apportionment of common expenses

6.1 Common expenses that relate to and benefit only one type of strata lot will be apportioned in the following manner:

- (1) A contribution to the operating fund which relates to and benefits only the Commercial Strata Lots is shared only by the owners of the Commercial Strata Lots. Each Commercial Strata Lot's share of that operating fund contribution must be calculated as follows::

$$\frac{\text{unit entitlement of commercial strata lot}}{\text{total unit entitlement of all commercial strata lots}} \times \text{contribution to operating fund of the strata corporation}$$

- (2) A contribution to the operating fund which relates to and benefits only the Residential Strata Lots is shared only by the owners of the Residential Strata Lots. Each Residential Strata Lot's share of that operating fund contribution must be calculated as follows:

$$\frac{\text{unit entitlement of residential strata lot}}{\text{total unit entitlement of all residential strata lots}} \times \text{contribution to operating fund of the strata corporation}$$

#### Allocation of Expenses

6.2 Without limiting the generality of bylaw 6.1 and unless otherwise determined by the strata council, acting reasonably operating fund expenses will be allocated as follows:

- (1) operating fund expenses relating to areas designated as limited common property for each of the Residential Strata Lots and the Commercial Strata Lots (such as the recreation room, bicycle storage areas, lobbies, elevators and utility rooms) will be allocated to the owners of all the strata lots of the applicable type.
- (2) operating fund expenses relating to maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be allocated to all of the strata lots in accordance with section 99 of the *Strata Property Act*,
- (3) operating fund expenses relating to maintaining the landscaped and other outdoor areas within the common property will be allocated to all of the strata lots in accordance with section 99 of the *Strata Property Act*, and
- (4) operating fund expenses relating to maintaining the underground parking facility will be allocated to all of the strata lots in accordance with section 99 of the *Strata Property Act* unless expenses for each portion of the parking garage that each strata lot type benefits are separately incurred and if so incurred will be allocated as set out in section 6.1.

#### **Expenses attributable to limited common property**

- 6.3 Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property will be borne equally by the owners of the strata lots entitled to use the limited common property.

### **PART 7 - Bylaws Applicable to Residential Strata Lots**

#### **Use of property**

- 7.1 An owner of a residential strata lot will not:

- (1) use, or permit any occupant of his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (2) make, cause or produce or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
- (3) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (4) obstruct or use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to 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;
- (5) leave, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;

- (6) use, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time. Anyone operating a barbecue, hibachi or other like cooking device must have an operative and non-expired ABC multi-purpose dry chemical extinguisher with a minimum 2A 10BC rating on hand to prevent against fires.  
*(Amended at AGM held 2023-04-13)*
- (7) shake, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
- (8) do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (9) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (10) allow his or her strata lot to become unsanitary or a source of odour;
- (11) feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;
- (12) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in colour from those of the original building specifications;  
*(Adopted at AGM April 21, 2020)*
- (13) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (14) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council;
- (15) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;
- (16) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;

- (17) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line . For the purpose of this bylaw hot tubs of any kind are strictly prohibited on any deck, patio or balcony.

and

- (18) give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards 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.
- (19) throw or cause anything to be dropped off a balcony, including but not limited to, cigarette butts, spit, wash water, refuse, shaking mops, etc. *(Adopted at AGM May 17, 2017)*
- (20) use or permit to be used by any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or the occupant of the unit, any common area electrical outlets for the charging of electrical vehicles.

*(Adopted at AGM April 21, 2020)*

### **Use of limited common property**

- 7.2 An owner, tenant or occupant of a residential strata lot which does not have an enclosed balcony will not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant of the strata lot entitled to the use of the limited common property on which they are placed. For the purpose of this bylaw hot tubs of any kind are strictly prohibited on limited common property.

### **Garbage disposal**

- 7.3 An owner, tenant or occupant of a residential strata lot will remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner, tenant or occupant will remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

### **Bicycles, storage and parking**

- 7.4 (1) Bicycles are not permitted in the lobbies even if carried. Bicycles may not be stored on balconies. Storing them within the owners unit, designated storage locker, or parking stall is permitted. All bicycles must enter the building by way of the vehicle entry to the parking garage. Residents must ensure that any bicycles being taken through the elevators do not cause any mess, otherwise this can lead to a by-law infraction and a fine.
- (a) Food delivery drivers are not allowed to enter the lobbies or the elevators with their bicycles or scooters. Bicycles and scooters must be left outside when a delivery is made to a unit.

***(Amended at AGM held 2022-04-13)***

- (2) Unless approved by the strata council in writing, an owner must not install a bike rack in their assigned parking space in the common property parking garage.
- (a) Before the strata council can grant an owner approval to install a bike rack in their assigned parking space in the common property parking garage, the owner must first fill out an Alteration Application Form, and complete and sign an Assumption of Liability Form (“AOL”) for the bike rack in favour of the strata corporation in the form approved by the strata council. The owner must not install, or permit the installation of, the bike rack until they have received the strata corporation’s written approval and a signed copy of the AOL from the strata corporation which can be signed by the strata manager.
- (b) Approval of a bike rack as contemplated in paragraph (a) of this section is based on the following criteria:
- (i) unless otherwise approved by the strata council, the bike rack must be wall mounted;
  - (ii) the bike rack must not impede or obstruct another owner from accessing their assigned parking space in the common property garage;
  - (iii) the owner requesting the installation of a bike rack must agree to sign an AOL in the form solely approved by the strata council;
  - (iv) all work undertaken to install a bike rack must be done by professional, certified, licensed and insured contractors; and
  - (v) all costs associated with the bike rack installation, repair, and maintenance are the responsibility of the owner.

***(Amended at AGM held 2023-04-13)***

7.5 Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on the balconies or patios; instead, they will be stored within the owner’s designated storage locker or such other area as may be prescribed by the strata council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.

- (1) Any owner, tenant, occupant of a strata lot or guest, employee, agent or invitee of any owner 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 an insured under that policy.
- (2) An owner, tenant or occupant of a residential strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata council.
- (3) An owner of a residential strata lot will not:
- (a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his or her strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;

- (b) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (c) rent or lease the parking space assigned by the strata corporation to his or her strata lot or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
  - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
  - (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.
- (5) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property or limited common property. ***(Amended at SGM February 19, 2019)***

- 7.5 (1) The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be co-ordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the strata council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of the strata lot, to carry out, any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
- (2) An owner of a residential strata lot must notify the strata corporation in advance of the date and time of any change of occupancy of his or her strata lot and must pay to the strata corporation a \$200.00 non-refundable change of occupancy fee for each change of occupancy. A refundable damage deposit of \$200.00 is also required for each change of occupancy as set out in the rules of the strata corporation. ***(Adopted at SGM March 22, 2018)***

## Rentals

- 7.6 (1) Before an owner rents all or part of their strata lot, they must give the prospective tenant:
- (a) the current Bylaws and Rules of the strata corporation, and
  - (b) Notice of Tenant's Responsibilities (Form K) in the prescribed form under the *Strata Property Act*.
- (2) Within 2 weeks of renting all or part of their strata lot, the owner must give the strata corporation a copy of the Notice of Tenant's Responsibilities (Form K) signed by the tenant(s). When an owner fails to provide a Notice of Tenant's Responsibilities (Form K) signed by the tenant(s) to the strata corporation as required by this subsection, the strata corporation may levy a fine against the owner of \$200.00 every seven (7) days until it is provided.
- (3) At least seven (7) days prior to moving in or out of the strata corporation, an owner must contact the strata council and the strata manger to advise of the date and time of the move and



arrange for the elevator lockout key.

- (4) Moving hours are between 9:00 a.m. and 6:00 p.m. unless otherwise approved by the strata council.
- (5) The stairwells must not be used for any moves; if necessary, the elevator will be used. Elevator lock out times must be kept to a minimum by only locking it out while it is being loaded and unloaded.
- (6) Common area doors must not be propped open or left unattended during a move in or out of the strata corporation. Movers are required to provide an attendant to monitor the doors during the move in and/or out.
- (7) Furniture and boxes must be carried and not dragged along the carpet.
- (8) Any damage to common property must be immediately reported to the strata manager. The cost of repair will be assessed against the owner of the strata lot.
- (9) There is a \$200.00 move-in fee that will automatically be assessed against the owner of a strata lot when there is a change in tenant or occupant.

*(Amended at AGM 2023-04-13)*

### **Selling of strata lots**

- 7.7 (1) An owner of a residential strata lot, when selling his or her strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.
- (1) An owner of a residential strata lot, when selling his or her strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the strata council. One open house for agents will be allowed per listing. Unless the strata council otherwise prescribes, all showings must be by appointment only.

## **PART 8 - Bylaws Applicable to Commercial Strata Lots**

### **Garbage disposal**

- 8.1 An owner of a non-residential strata lot must remove or cause to be removed all refuse and garbage from their strata lot and deposit it or cause it to be deposited in the containers provided for the non-residential strata lots for that purpose.

### **Signs and displays**

- 8.2 The owner of a non-residential strata lot will be permitted to install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices (i) have received the approval of the strata corporation, acting reasonably, (ii) have received any approvals required from applicable governmental authorities, and (iii) are in keeping with the overall presentation of the development in terms of quality, design and colour. All such signs and notices will be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner will take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.

## **Awnings**

- 8.3 The owner of a non-residential strata lot will be permitted to install awnings within and attach the same to the common property around the outside perimeter of a non-residential strata lot which face the city street, on the condition that the plans for such awnings (i) have received the written approval of the strata corporation, acting reasonably (ii) have received any approvals required from applicable governmental authorities, and (iii) depict awnings which are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any awning installed as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance (including obtaining and maintaining appropriate insurance) will be solely for the account of the owner of a non-residential strata lot.

## **Bylaw restrictions**

- 8.4 (1) The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in a commercial strata lot is not a breach of these bylaws.
- (2) The strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot.
- (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.

## **PART 9 - Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

- 9.1 (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 *Strata Property 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.

## **PART 10 - Marketing Activities by Owner Developer Display Lot**

### **Marketing activities**

- 10.1 (1) During the time that the owner developer of the strata corporation is a first owner of any units, it will have the right to maintain any unit or units, whether owned or leased by it, as a display unit or units, and to carry on sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events, it considers necessary in order to enable it to sell the units.
- (2) An owner developer may use any strata lots that the owner developer owns or rents as display lots for the sale of other strata lots in the strata plan.

## **PART 11 - Parking/Storage Area Lease**

### **Parking/Storage Area Lease**

- 11.1 Each owner of a strata lot may be entitled to the exclusive use of one or more parking stalls and storage areas located in the parking facility pursuant to a partial assignment of the parking/ storage area lease (the "Parking/Storage Area Lease") between The Brava Development Partnership, as landlord, and Amacon-Onni Management Inc., as tenant, a copy of which is attached hereto. 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 Brava Development Partnership under the Parking/Storage Area Lease with respect to the Stalls and the Storage Areas (as defined in the Parking/Storage Area Lease).

## **PART 12 – QUORUM FOR GENERAL MEETINGS**

### **Quorum**

- 12.1 At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within 15 minutes thereafter, then the eligible voters who are present in person, by authorized representative. *(Repealed and Replaced at SGM November 21, 2018)*
- 12.2 A quorum for an Annual General Meeting or Special General Meeting is eligible voters holding 15% of the strata corporation's votes, present in person or by proxy. *(Adopted at AGM March 22, 2010)*

## **PART 13 – SMALL CLAIMS COURT PROCEEDINGS**

### **Authorization to proceed**

- 13.(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.

## **PART 14 – SECURITY**

### 14.1 Security and Prevention of Unauthorized Entry

- (1) No owner, tenant, occupant or visitor shall let another person, including tradespersons or delivery persons, into the building when entering or leaving, unless the person is known to them. If an unknown person seeking entry to the building will not identify themselves or show proof of residence at the strata corporation, the owner, tenant, occupant or visitor must notify the building concierge immediately.
- (2) When an owner, tenant, or occupant is contacted on the strata lot enter-phone, it is necessary to verify who is on the enter-phone before admitting the caller into the common areas and strata lot.
- (3) No owner, tenant, occupant or visitor shall leave open, or unlocked, any outside entrance or fire escape, unless they are in constant supervision of the entrance.
- (4) An owner, tenant, or occupant must not permit anyone, other than their visitors, to access the common property including, but not limited to, the elevator, pool deck, or the gym.
- (5) Despite subsection (4) of this Bylaw, no owner, tenant, occupant or visitor is permitted in any part of the restricted common areas of the strata corporation, such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own, except with express permission of the strata council.
- (6) Owners, tenants, and occupants are responsible for the control of all exterior door keys, all interior door keys used for common property, fobs, transmitters, garage door openers or access cards in their possession and will be liable for the cost of re-keying or re-programming necessitated by the loss of a door key, a fob, a garage door opener or an access card that was in their possession.
- (7) Owners, tenants, and occupants must not duplicate or clone, or permit the duplication or cloning of, any exterior door keys, any interior door keys used for common property, fobs, transmitters, garage door openers or access cards in their possession. Any fobs, transmitters, garage door openers or access cards that have been duplicated or cloned will be automatically deactivated.
- (8) An owner, tenant, or occupant must not leave a garage door opener in their vehicle.
- (9) An owner, tenant, or occupant who loses an exterior door key, an interior door key used for common property, a fob, a transmitter, a garage door opener or an access card must immediately report the loss to the building's residential manager. Owners, tenants, and occupants will be responsible for the cost of replacing an exterior door key, an interior door key used for common property, a fob, a transmitter, a garage door opener or an access in the event of theft or loss.
- (10) All exterior door keys, all interior door keys used for common property, fobs, transmitters, garage door openers or access cards will be issued by the residential manager. The Strata Corporation, by way of the resident manager, may collect the following costs from an owner, tenant or occupant as a condition of issuing a replacement fob, transmitter, opener, key or access card as the case may be:

- (a) the direct cost of the fob to the strata corporation plus an additional \$10.00 administrative fee to recover the associated administrative costs to the strata corporation; and
  - (b) the direct cost of the transmitter to the strata corporation plus an additional \$10.00 administrative fee to recover the associated administrative costs to the strata corporation.
- (11) Owners, tenants, or occupants must stop to wait for the door to the underground parking to close prior to continuing when leaving or entering the underground parking area. Drivers must not drive around or pass an owner, tenant or occupant who is waiting for the underground parking to close.
- (12) Solicitation is not permitted anywhere in or about the property for any cause, except as required by the Canada Election Act, Canada Census Act, or similar Provincial Regulation.  
*(Amended at AGM held 2023-04-13)*

## Security Measures

- 14.2 (1) The strata corporation may install and maintain security cameras on the common property for the purpose of monitoring common property and common assets, including:
- (a) being alerted to the presence of trespassers on the strata plan;
  - (b) preventing theft, vandalism, nuisance or damage to persons or property on the strata plan, and recording, investigating and obtaining evidence of any such activities;
  - (c) protecting the safety and security of the owners, tenants, occupants and visitors of the strata corporation;
  - (d) and enforcing those strata corporation Bylaws and Rules which relate to theft, vandalism, nuisance or damage to persons or property and protecting the safety and security of the strata corporation and its owners, tenants, occupants and visitors.
- (2) Security cameras are installed in the following areas:
- (a) in elevator A1 located in tower 1199;
  - (b) in elevator A2 located in tower 1199;
  - (c) in elevator A3 located in tower 1199;
  - (d) at the front door of tower 1199;
  - (e) at the back door of tower 1199;
  - (f) in the lobby of tower 1199;
  - (g) at the elevator lobby of tower 1199;
  - (h) at the back drive loop of tower 1199;
  - (i) in the alley parking between towers 1155 and 1199;
  - (j) at the back driving loop of tower 1155;
  - (k) at the VIFF back entrance;
  - (l) at back door of tower 1155;
  - (m) at the garage gate;
  - (n) in the back lobby of tower 1155;
  - (o) in the front lobby of tower 1155;
  - (p) at the rear of the concierge's desk;
  - (q) at the front door of tower 1155;
  - (r) in the P1 elevator lobby of tower 1155;
  - (s) in the P1 elevator lobby of tower 1199;
  - (t) at the pool deck;
  - (u) in elevator B1 located in tower 1155;
  - (v) in elevator B2 located in tower 1155;
  - (w) in elevator B3 located in tower 1155;

- (x) in P1 towards the compactor located in tower 1155;
  - (y) in P1 towards the compactor located in tower 1199;
  - (z) between P1 parking stalls 9 to 17; and
  - (aa) between P1 parking stalls 16-22.
- (3) The strata corporation may install additional video cameras and video cameras may be moved as determined by the strata council in its reasonable discretion from time to time.
  - (4) The strata corporation has access to data from access cards and fobs, and may use the data for the purposes subsection (1) of this Bylaw.
  - (5) The data from the security cameras and from access fobs will be stored on a secure computer which is password protected.
  - (6) The strata corporation may periodically audit the access cards and fobs.
  - (7) The data from the access cards and fobs will be held for a period of thirty (30) calendar days, and after such time:
    - (a) if there is no need to retain the data as required by law or law enforcement, it will be overwritten; and
    - (b) if the strata council resolves to retain the data in order to comply with governing laws or a request from law enforcement, the strata council will record such resolution in the minutes of the strata council meeting and will retain such data for as long as is reasonably necessary.
  - (8) An owner, tenant or occupant shall immediately report the loss of a fob to the strata corporation.
  - (9) The data from the security cameras will be held and used as follows:
    - (a) it will be held for a period of sixty (60) days;
    - (b) it will be reviewed by members of the strata council if there is an incident that arises as contemplated in subsection (1) of this Bylaw; and
    - (c) after sixty (60) days:
      - (i) it will be overwritten if there is no need to retain the data as contemplated by subsection (1) of this Bylaw; or
      - (ii) if the strata council resolves to retain the data for a purpose contemplated in subsection (1) of this Bylaw, the strata council will record such resolution in the minutes of the strata council meeting and will retain such data for as long as is reasonably necessary; and
  - (10) The strata corporation makes no representations or guarantees that any of the security cameras will be fully operational at any time. The strata corporation is not responsible to an owner, tenant, occupant, or guest for any cost, loss or damage whatsoever related to a failure of the security cameras to operate for any reason, including but not limited to a failure resulting from negligence or lack of maintenance or repair.
  - (11) No owner, tenant or occupant shall do anything to damage or interfere with the security cameras.

*(Amended at AGM held 2023-04-13)*

### **Part 15 - Privacy Policy**

- 15.1 ~~The Strata Corporation is committed to protecting the personal information of its strata lot owners, tenants and occupants.~~
- ~~15.2 This Privacy Policy outlines the principles and practices the Strata Corporation will follow in protecting the personal information of owners, occupants and tenants.~~
- ~~15.3 The Strata Corporation will ensure the accuracy, confidentiality, and security of the personal information of its owners, occupants and tenants and allow its owners, occupants and tenants to request access to, and correction of their personal information.~~  
(Repealed at AGM held 2023-04-13)
- 15.4 This Privacy Policy applies to the Strata Corporation and its property manager in their capacity as agent for the Strata Corporation.
- 15.5 Definitions:
- (1) Personal Information means information about an identifiable individual, but does not include contact information.
- For example:*
- (i) *the name, home address, home phone number and/or cell phone number of owners, occupants and tenants;*
- (ii) *email addresses;*
- (iii) *owners' banking information for payment of strata fees;*
- (iv) *video images and recordings obtained during the use and operation of the video camera surveillance system installed in the building by the strata corporation in the following locations with signage noting the operation and monitoring and recording operational 24 hours a day, 7 days a week*
- (a) *Exterior entrance/exit locations for pedestrian and vehicle traffic and common property parking facilities;*
- (b) *Interior entrance/exit locations in common areas*
- (c) *Elevators and elevator lobby areas on all parking levels*
- (d) *Main lobby area;*
- (e) *Any other areas where the strata council may wish to add surveillance systems in the future.*
- (v) *Information and data recorded and collected during the use and operation of the key FOB access system installed in the building that monitors access to and from the common areas of the building 24 hours a day 7 days a week.*
- (2) Contact Information means information that would enable an individual to be contacted at a place of business and includes name, position name or title, business telephone

number, business address, business email or business fax number. Contact information is not covered by this policy or PIPA.

- (3) Privacy Officer means the person or persons (may be more than one) designated, who are responsible for ensuring that Strata Corporation complies with this Privacy Policy and PIPA.

## **15.6 Collecting Personal Information**

- (1) Unless the purposes for collecting personal information are obvious and the owner, occupant and/or tenant voluntarily provides his or her personal information for those purposes, subject to the exceptions set out in subsection (2) of this bylaw, the Strata Corporation will communicate the purposes for which personal information is being collected, either orally or in writing, before or at the time of collection.
- (2) The Strata Corporation will collect the information of owners, occupants and tenants that is necessary to fulfill the following purposes:
- To verify identity and communicate with the owners, tenants and occupants;
  - To process payments;
  - To respond to emergencies;
  - To ensure the orderly management of the Strata Corporation;
  - To understand the financial, banking, insurance needs of the owners, occupants, and tenants;
  - To verify an occupant's vehicle license numbers;
  - To register owner's/occupant's/tenant's pets;
  - To open and manage an account;
  - To deliver requested products and services;
  - To enrol an owner, tenant or occupant in a program;
  - To send out strata corporation information;
  - To comply with requirements imposed by the Strata Property Act and other applicable laws;
  - To assess suitability for tenancy;
  - To collect and process rent payments;
  - To protect the security of the facility, including the security of individuals and assets in the facility;
  - To investigate bylaw and rule infractions upon receiving a complaint of such.

## **15.7 Consent**



- (1) The Strata Corporation will obtain the consent of owners, occupants and tenants to collect, use or disclose personal information (except where, as noted below, the Strata Corporation is authorized to do so without consent).
- (2) Consent can be provided either orally, in writing, electronically or through an authorized representative or it can be implied where the purpose for collecting, using or disclosing the personal information would be considered obvious and the owners, occupants and tenants voluntarily provide personal information for that purpose.
- (3) Consent may also be implied where an owner, occupant and/or tenant is given notice and a reasonable opportunity to opt-out of consenting to the collection, use or disclosure his/her personal information and the owner, occupant and/or tenant does not opt-out.
- (4) Subject to certain exceptions (e.g., the personal information is necessary to provide the service or product, or the withdrawal of consent would frustrate the performance of a legal obligation), owners, occupants and tenants can withhold or withdraw their consent for the Strata Corporation to use their personal information in certain ways. A decision of an owner, occupant, or tenant to withhold or withdraw their consent to certain uses of personal information may restrict the Strata Corporation's ability to provide a particular service or product. If so, the Strata Corporation will explain the situation to assist the owner, occupant and tenant in making the decision.
- (5) The Strata Corporation may collect, use or disclose personal information without the knowledge or consent of the owner, occupant and/or tenant in the following limited circumstances:
  - With respect to a strata lot owner, the owner's name, the strata lot address, the mailing address if different from the strata lot address, the strata lot number, any parking stall number, and the unit entitlement of the owner's strata lot;
  - Information authorized by a bylaw;
  - The names and addresses of individual mortgagees who have filed a Mortgage Request for Notification;
  - The names of tenants of a strata lot, if any;
  - With respect to a council member, the telephone number or some other method by which the council member can be contacted at short notice;
  - Information necessary for emergency medical treatment if it cannot otherwise be obtained in a timely manner;
  - Information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy;
  - Information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry, or a printed or electronic publication;
  - If the Strata Corporation is collecting money owed by an owner, tenant or occupant;

- If the information is required for the Strata Corporation to seek legal advice from a lawyer;
- To update banking or financial records;
- To protect the Strata Corporation from fraud;
- To investigate an anticipated breach of an agreement or a contravention of law;
- To substantiate a complaint of a bylaw or rule infraction; or
- If the personal information is required to be collected, used or disclosed by law.

## 15.8 Using and Disclosing Personal Information

- (1) Personal information recorded and collected will not be disclosed to any person, other than:
  - A. the Strata Corporation's Property Manager;
  - B. the strata council while exercising their powers and performing the duties of the Strata Corporation,
  - C. the Strata Corporation's Privacy Officer,
  - D. the Strata Corporation's legal counsel,
  - E. law enforcement personnel and emergency workers.
- (2) The Strata Corporation will only use or disclose the personal information of owners, occupants and tenants where necessary to fulfill the purposes identified at the time of collection *or for a purpose reasonably related to those purposes such as:*
  - To conduct surveys in order to enhance the provision of services;
  - To contact owners, occupants and tenants directly about products and services that may be of interest;
  - When required or authorized by law to do so;
  - When disclosure is consented to in writing by an owner, occupant or tenant;
  - To update banking or financial records;
  - To assist in conducting a criminal investigation involving vandalism to or theft of common property or common assets of the Strata Corporation, vandalism to or theft of personal belongings of owners, occupants, tenants, and visitors, or the physical assault of an owner, occupant, tenant, or visitor;
  - To investigate security breaches of the Strata Corporation;

- To investigate possible employee misconduct;
- To investigate possible illegal activity;
- To investigate accidents at the Strata Corporation;
- To verify or substantiate complaints of bylaw and rule infractions;
- To respond during an emergency situation to a request in writing by the appropriate authority;

(3) The Strata Corporation will not use or disclose the personal information of owners, occupants and tenants for any additional purpose unless the Strata Corporation obtains consent to do so.

(4) The Strata Corporation will not sell lists or personal information of owners, occupants and tenants to other parties

## **15.9 Retaining Personal Information**

- (1) If the Strata Corporation uses the personal information of owners, occupants and tenants to make a decision that directly affects them, the Strata Corporation will retain that personal information for at least one year.
- (2) Subject to subsection (1), the Strata Corporation will retain the personal information only as long as necessary to fulfill the identified purposes or a legal or business purpose.
- (3) Personal information collected from the use and operation of the video surveillance camera system is recorded for a period of approximately 30 days, depending on the hard-drive capacity of the system, at which time the system records over previous video and the previous video is lost. Copies of recordings can be captured by DVD or CD and used according to this privacy policy.
- (4) Personal information collected from the use and operation of the key FOB access control system will be retained by way of electronic data storage for approximately 12 months on the Strata Corporation's computer data storage system at which time the personal information recorded and collected will be recorded over. Reports can be printed of the activity of any particular key FOB and used according to this privacy policy.
- (5) The Strata Corporation's Property Manager, the strata council while exercising their powers and performing the duties of the Strata Corporation, the Strata Corporation's Privacy Officer, the Strata Corporation's legal counsel and law enforcement personnel upon a written request are authorized to view the personal information recorded and collected in this manner.

## **15.10 Ensuring Accuracy of Personal Information**

- (1) The Strata Corporation will make reasonable efforts to ensure that the personal information of owners, occupants and tenants is accurate and complete where it may

be used to make a decision about the owner, resident and tenant or disclosed to another organization.

- (2) Owners, occupants and tenants may request correction to their personal information in order to ensure its accuracy and completeness. A request to correct personal information must be made in writing and provide sufficient detail to identify the personal information and the correction being sought.
- (3) A request to correct personal information should be forwarded to the Privacy Officer or to the Property Manager.
  
- (4) If the personal information is shown to be inaccurate or incomplete, the Strata Corporation will correct the information as required and send the corrected information to any organization to which the Strata Corporation disclosed the personal information in the previous year. If the correction is not made, the Strata Corporation will note the correction request in the file.

#### **15.11 Securing Personal Information**

- (1) The Strata Corporation is committed to ensuring the security of the personal information of owners, occupants and tenants in order to protect it from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks.
- (2) The following security measures will be followed to ensure that the personal information of owners, occupants and tenants is appropriately protected:
  - The use of locked filing cabinets where deemed appropriate by the Privacy Officer
  - Restricting access to places where personal information of owners, occupants and tenants is kept
  - Using password protection to computers where personal information of owners, occupants and tenants is kept
  - Using sign-in measures and password protection where the Privacy Officer may sign in remotely to view the images on the video camera surveillance system
  - Using encryption and firewalls on the computers owned by the Strata Corporation and the Property Manager
  - Using encryption and firewalls on the website operated by the Strata Corporation
  - Restricting access to keys to the locked rooms, filing cabinets and safes where the personal information of owners, occupants and tenants may be kept as deemed necessary by the Privacy Officer
  - Requiring any service providers to provide comparable security measures and to provide evidence of such if requested by the Strata Corporation or its agent.

- Changing keys, access codes, sign-in measures and other security measures when there is a change of the Strata Corporation's property manager
- (3) The Strata Corporation will use appropriate security measures when destroying the personal information of owners, occupants and tenants such as:
- Using a Document Shredder
  - Deleting electronically stored information
  - Destroying or deleting information captured on a CD or DVD recording made of the video camera system
- (3) The Strata Corporation will continually review and update its security policies and controls as technology changes to ensure ongoing personal information security.

## **15.12 Providing Owners, Occupants and Tenants Access to Personal Information**

- (1) Owners, occupants and tenants have a right to access their personal information, subject to limited exceptions:
- Solicitor-client privilege
  - Health and safety concerns
  - Where disclosure would reveal personal information about another individual
  - Where the disclosure would reveal the identity of an individual who has provided personal information about another individual and the individual providing the personal information does not consent to disclosure of his or her identity
  - the disclosure of the information would reveal confidential commercial information that if disclosed, could, in the opinion of a reasonable person, harm the competitive position of the organization
  - the information was collected or created by a mediator or arbitrator in the conduct of a mediation or arbitration for which he or she was appointed to act (i) under an enactment, or (ii) by a court;
  - the information is in a document that is subject to a solicitor's lien.
- (2) A request to access personal information must be made in writing and the Strata Corporation will require verification of the applicant's identity. The applicant must provide sufficient detail to identify the personal information being sought. Requests for access to view a specific individual's personal information, including access to view those portions of the video camera surveillance system or key FOB access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the Strata Corporation's property manager and the Privacy Officer.
- (3) Upon request, the Strata Corporation will also tell owners, occupants and tenants how the Strata Corporation uses their personal information and to whom it has been disclosed if applicable.

- (4) The Strata Corporation will make the requested information available within 30 business days, or provide written notice of an extension where additional time is required to fulfill the request. Information requested under section 35 of the Strata Property Act will be made available within 2 weeks with the exception of bylaws and rules, which will be made available within 1 week.
- (5) A reasonable fee may be charged for providing access to personal information. Where a fee may apply, the Strata Corporation will inform the owner, occupant or tenant of the cost and request further direction from the owner, occupant or tenant on whether or not the Strata Corporation should proceed with the request.
- (6) If a request is refused in full or in part, the Strata Corporation will notify the owner, occupant or tenant in writing, providing the reasons for refusal and the recourse available to the owner, occupant or tenant.

### **15.13 Questions and Complaints: The Role of the Privacy Officer**

- (1) The Privacy Officer and the Strata Corporation's property manager are responsible for ensuring the Strata Corporation's compliance with this Privacy Policy and PIPA.
- (2) Owners, occupants and tenants should direct any complaints, concerns or questions regarding the Strata Corporation's compliance in writing to the Privacy Officer and to the Property Manager. If the Privacy Officer is unable to resolve the concern, the owner, occupant or tenant may also write to the Information and Privacy Commissioner of British Columbia.
- (3) Contact information for the Strata Corporation's Privacy Officer and the strata corporation's property manager is set out in the Minutes of the first Council Meeting following the Annual General Meeting.

## **Part 16 - Air Conditioning Units/Heat Pumps**

### **16.1 Air Conditioning Units/Heat Pumps**

- (1) In addition to Bylaws 2.5, 2.6, and 7.1, as amended from time to time, no owner shall alter common property including, but not limited to, the strata corporation's building envelope and/or exterior walls, or a strata lot to install an Air Conditioning Unit or Heat Pump except with prior written approval from the strata council.
- (2) To the extent that the installation of an Air Conditioning Unit or Heat Pump over common property or land that is a common asset constitutes a significant change to the use or appearance of the common property, such change is approved in accordance with Section 71 of the Strata Property Act provided that the Air Conditioning Unit or Heat Pump is installed in accordance with this Bylaw.
- (3) An owner who proposes to install an Air Conditioning Unit or Heat Pump must make a written application to the strata corporation, and shall provide the following information:
  - (a) a detailed description of:

- (i) the type of Air Conditioning Unit or Heat Pump to be installed including the Sound Transmission Class or rated sound level;
  - (ii) the proposed methods of installation; and
- (b) any other information required by the strata corporation.

If the installation of the Air Conditioning Unit or Heat Pump is approved, the installation must be done in accordance with the design plan submitted to and approved by the strata council.

(4) The strata council shall not grant consent pursuant to subsection (1) of this Bylaw unless the strata council is satisfied that the proposed method of installation and the Air Conditioning Unit or Heat Pump selected to be installed:

(a) will not, in any way, adversely affect or impede the efficacy and/or durability of the strata corporation's:

- (i) building envelope; or
- (ii) exterior walls;

(b) are of a nature and quality that would ensure that the Air Conditioning Unit or Heat Pump will not create unreasonable noise or constitute a nuisance to any other owner, tenant or occupant. Without limiting the generality of the foregoing, the strata council shall not grant consent pursuant to subsection (1) of this Bylaw if the operation of the proposed Air Conditioning Unit or Heat Pump will generate a decibel reading above:

- (i) 19dB(A) for all equipment or components installed within a strata lot; and
- (ii) 56dB(A) for all equipment or components installed external to a strata lot.

(5) As a condition of its approval, and in addition to any requirements imposed by the strata council, the strata council may require the owner to, at the owner's sole cost and expense, obtain a written report prepared by a HVAC engineer or other qualified professional, satisfactory to the strata council, that:

(a) addresses any questions that may be posed by the strata council as it relates to the proposed installation and operation of the Air Condition Unit or Heat Pump; and

(b) confirms that the Air Conditioning Unit or Heat Pump will not operate above a decibel level of:

- (i) 19dB(A) for all equipment or components installed within a strata lot; and
- (ii) 56dB(A) for all equipment or components installed external to a strata lot.

(6) As a condition of the strata council's approval, the owner who installs an Air Conditioning Unit or Heat Pump must enter an annual service contract with a professional HVAC service company to ensure the Air Conditioning Unit or Heat Pump is properly operating. Every year, the owner must provide the strata corporation with a certificate or invoice from a qualified technician confirming that the Air Conditioning Unit or Heat Pump has been inspected and is in good working condition.

- (7) As a condition of the strata council's approval, the owner who installs an Air Conditioning Unit or Heat Pump must, prior to installing the Air Conditioning Unit or Heat Pump, sign an Assumption of Liability Agreement in the form solely approved by the strata council. If required, the strata council can retain a lawyer to draft the Assumption of Liability Agreement and the owner will be responsible to reimburse the strata corporation for this cost.
- (8) Any Air Conditioning Unit or Heat Pump equipment or components that operate:
  - (a) externally of a strata lot, must not operate above a decibel level of 43dB(A) when measured at five (5) feet from the external equipment or component; and
  - (b) within a strata lot, must not operate above a decibel level of 19dB(A) when measured from within a strata lot.
- (9) An owner must do all things as are required to limit the transmission of noise within a strata lot in which an Air Conditioning Unit or Heat Pump has been installed. Amongst other things, the strata council has the power to order an owner, at the owner's sole cost and expenses, to immediately repair, replace, or remove the installed Air Conditioning Unit or Heat Pump if its operation causes noise transfer issues.
- (10) An owner must install:
  - (a) vibration pads under the Air Conditioning Unit or Heat Pump's external equipment and components to minimize vibration and noise transmission; and
  - (b) an overflow pad underneath the condensation tray.
- (11) The strata council may require an owner to use a specific individual or company to install, repair, replace or remove the Air Conditioning Unit or Heating Pump and if it does so, the owner is still responsible for the costs and still responsible to ensure that the entity retained performs the work in accordance with these Bylaws, the Strata Property Act and all other applicable Provincial and Municipal laws.
- (12) The owner will be responsible to obtain all applicable building and other permits prior to commencing the installation of the Air Conditioning Unit or Heat Pump. Obtaining such permits is a condition of the strata council's approval for the intended alteration.
- (13) Only one (1) outdoor condensing unit may be installed per strata lot.
- (14) An owner must not install, or permit the installation of, an Air Conditioning Unit or Heat Pump via a window.
- (15) An owner of a strata lot must not replace any Air Conditioning Unit or Heat Pump equipment or component that is external to a strata lot without the prior written approval of the strata council.
- (16) An owner must not core, or permit the coring of, a concrete floor to facilitate the installation or operation of an Air Conditioning Unit or Heat Pump.
- (17) Water arising from or expelled from an Air Conditioning Unit or Heat Pump is not permitted to drain onto a strata lot's balcony.



- (18) The Air Conditioning Unit or Heat Pump, and any associated equipment, components, connections, or piping, must be:
- (a) of a colour in keeping with the colour and finishes of the strata corporation;
  - (b) correctly sealed and weather-proofed; and
  - (c) installed in accordance with the manufacturer's installation instructions and comply with all relevant governing authority guidelines, bylaws, codes and regulations.
- (19) The strata corporation will not be responsible for any utility charges related to an owner's operation of an Air Conditioning Unit or Heat Pump. Without limitation, utility charges include those relating to electrical supply, water supply, and wastewater drainage.
- (20) The power source for the Air Conditioning Unit or Heat Pump must be installed directly to the electrical panel or meter associated with the owner's strata lot such that all electricity charges associated with or arising from the Air Conditioning Unit or Heat Pump are directly charged to the owner.
- (21) Any utility charges, including those pertaining to electrical or water supply, incurred by the strata corporation arising from an owner's use or operation of an Air Conditioning Unit or Heat Pump will be charged to the owner based on the owner's rate of consumption, or as otherwise reasonably determined by the strata council. The owner of the applicable strata lot is responsible to reimburse the strata corporation for all utility charges incurred by the strata corporation on the owner's behalf.
- (22) The owner is responsible to ensure that during the installation, repair or removal of the Air Conditioning Unit or Heat Pump, all debris and construction waste are removed from the common property at the owner's own expense on a daily basis and that the strata corporation's refuse and recycling containers are not used for that purpose. The owner, tenant or occupant must also ensure that the common property areas that were used in relation to the construction, for transport or otherwise, are left free and clear of debris on a daily basis.
- (23) If there is damage caused to the common property, limited common property or common assets as a result of the Air Conditioning Unit or Heat Pump's installation, then the owner of the applicable strata lot is responsible to reimburse the strata corporation for the cost to repair the damage.
- (24) Unless a written extension is granted by the strata council, the installation of an Air Conditioning Unit or Heat Pump must be completed within sixty (60) days of the approval being granted. If an extension is not granted by strata council, the strata council may require the owner to remove the Air Conditioning Unit or Heat Pump and reinstate all property to the same or better condition it was prior to the alteration at the owner's sole cost.
- (25) An owner must, within seven (7) days of the completion of the installation of an Air Condition Unit or Heat Pump, provide the strata corporation with a commissioning certificate signed and dated by the qualified individual or entity that installed the Air Conditioning Unit or Heat Pump.

- (26) If an owner wishes to remove an approved Air Conditioning Unit or Heat Pump, the owner must negotiate the terms of removal with the strata council prior to commencing the removal.
- (27) If an Air Conditioning Unit or Heat Pump needs to be removed to facilitate repairs and/or maintenance to the common property or limited common property, the cost of its removal will be charged to the owner of the applicable strata lot. The reinstatement or the replacement of the Air Conditioning Unit or Heat Pump will also be at the cost of the owner of the strata lot. The strata corporation, as decided by strata council, reserves the right to refuse reinstatement or replacement of the Air Conditioning Unit or Heat Pump if reinstatement or replacement is not in the strata corporation's best interests.
- (28) An owner who receives approval for the installation of an Air Conditioning Unit or Heat Pump will be liable for all costs connected to the installation, including the cost of repairing and maintaining the Air Conditioning Unit or Heat Pump and the cost of repairing and maintaining any common property, limited common property or strata lot(s) if such repair is required as a result of the Air Conditioning Unit or Heat Pump.
- (29) The strata council may maintain, repair, or remove an Air Conditioning Unit or Heat Pump in accordance with these Bylaws if, in the opinion of the strata council:
- (a) the Air Conditioning Unit or Heat Pump is not maintained or repaired;
  - (b) the Air Conditioning Unit or Heat Pump is damaged;
  - (c) the Air Conditioning Unit or Heat Pump is causing damage to or adversely affecting any adjacent strata lot(s), common property, limited common property or common asset(s);  
or
  - (d) the Air Conditioning Unit or Heat Pump causes or creates unreasonable noise or a nuisance.

All costs incurred by the strata corporation in the maintenance, repair, and/or removal of an Air Conditioning Unit or Heat Pump will be charged to the owner of the strata lot and are the owner's responsibility to pay to the strata corporation.

- (30) The owner who is permitted to install an Air Conditioning Unit or Heat Pump in compliance with this Bylaw will indemnify and save harmless the strata corporation for any costs, loss or expense of whatever kind which the strata corporation may sustain in connection with the installation and use of the Air Conditioning Unit or Heat Pump.
- (31) Any legal costs, expenses and disbursements incurred by the strata corporation to enforce this Bylaw, including legal costs on a solicitor and own client basis, is the responsibility of the strata lot owner.

***(Amended at AGM held 2023-04-13)***