

STRATA PLAN BCS 3321 - CAMERA BYLAWS

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

1. Payment of strata fees

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 Where an owner fails to pay strata fees in accordance with Bylaw 1.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50.00 for each contravention of Bylaw 1.1.
- 1.3 An owner must provide the Strata Corporation or its agent with twelve (12) consecutive, monthly post dated cheques for strata fees for the fiscal year of the Strata Corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owners bank account.
- 1.4 Failure of the owner to submit twelve (12) monthly post dated strata fee cheques or written authorization for automatic debit in accordance with Bylaw 1.3 is in contravention of Bylaw 1.3 and the Strata Corporation will levy a fine of \$50.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$50.00 and an administration charge of \$50.00.
- 1.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 1.6 Failure to pay a special levy on the due date will result in a fine of \$50.00 for each contravention of Bylaw 1.5. Any legal fines incurred for liens, collection or legal fees will be the responsibility of the owner and will be charged back to them.
- 1.7 Where an owner fails to pay a special levy in accordance with Bylaw 1.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

2. Repair and maintenance of property by owner

- 2.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2.2 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.
- 2.3 Further to bylaw 2(2) and despite bylaw 8.1(c), an owner is responsible for the repair and maintenance of the exterior fireplace that forms part of the limited common property designated for the exclusive use of the owner's strata lot. This obligation does not include the repair and maintenance of the natural gas supply facilities to the fireplace, which facilities form part of the common property and the strata corporation's responsibility to repair and maintain.

3. Use of property

- 3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
- a) causes a nuisance or hazard to another person,
 - b) causes unreasonable noise,
 - 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.
- 3.2 An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under *section 149 of the Act*.
- 3.3 An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- a) a reasonable number of fish or other small aquarium animals;
 - b) a reasonable number of small caged mammals;
 - c) up to 4 caged birds;
 - d) dogs or cats, provided that the total number of dogs and cats does not exceed 2.

4. Inform strata corporation

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

5. Obtain approval before altering a strata lot

- 5.1 An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- a) the structure of a building;
 - b) the exterior of a building;
 - c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - d) *doors, windows or skylights* [amendment SPAA s.51(a)] on the exterior of a building, or that front on the common property;
 - e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - f) common property located within the boundaries of a strata lot;
 - g) those parts of the strata lot which the strata corporation must insure under *section 149 of the Act*.
- 5.2 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.
- 5.3 This section does not apply to a strata lot in a bare land strata plan.

6. Obtain approval before altering common property

- 6.1 An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- 6.2 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.

7. Permit entry to strata lot

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

Division 2 – Powers and Duties of Strata Corporation

8. Repair and maintenance of property by strata corporation

- 8.1 The strata corporation must repair and maintain all of the following:
- a) common assets of the strata corporation;
 - b) common property that has not been designated as limited common property;
 - c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) *doors, windows and skylights* [amendment SPAA s.51(c)] on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
 - d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) *doors, windows and skylights* [amendment SPAA s.51(c)] on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

9. Council size

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

10. Council members' terms

- 10.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected {amendment SPAA s.51(c)}.
- 10.2 A person whose term as council member is ending is eligible for re-election [note deletion of s.10(3), (4) and (5) SPAA s.51(d)].

11. Removing council member

- 11.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- 11.2 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.

12. Replacing council member

- 12.1 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 12.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 12.3 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.
- 12.4 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.

13. Officers

- 13.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 13.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 13.3 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.
- 13.4 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.

14. Calling council meetings

- 14.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 14.2 The notice does not have to be in writing.
- 14.3 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 member either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- 14.4 The council must inform owners about a council meeting *as soon as feasible* [amendment SPAA s.51(e)].

15. Requisition of council hearing

- 15.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 15.2 If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within *one month* [amendment SPAA s.51(f)] of the request.
- 15.3 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.

Regulation 18.1 – Definition for Section 15 of Standard Bylaws

- 18.1 For the purpose of section 15 of the standard bylaws, “**hearing**” means an opportunity to be heard in person at a council meeting.

16. Quorum of council

- 16.1 A quorum of the council is
- a) 1, if the council consist 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.
- 16.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

17. Council meetings

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

18. Voting at council meetings

- 18.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 18.2 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.
- 18.3 The results of all votes at a council meeting must be recorded in the council meeting minutes [amendment SPAA s.51(g)].

19. Council to inform owners of minutes

- 19.1 The council must inform owners of the minutes of all council meetings within 2 weeks of the council meeting whether or not the minutes have been approved.

20. Delegation of council's powers and duties

- 20.1 Subject to subsection (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.
- 20.2 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).
- 20.3 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.
- 20.4 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.

21. Spending restrictions

- 21.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 21.2 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.

22. Limitation on liability of council member

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

Division 4 – Enforcement of Bylaws and Rules

23. Maximum fine

- 23.1 The strata corporation may fine an owner or tenant a maximum of
 - a) \$200.00 for each contravention of a bylaw, and
 - b) \$50.00 for each contravention of a rule.

24. Continuing contravention

- 24.1 If an activity of 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.

Division 5 – Annual and Special General Meetings

25. Person to chair meeting

- 25.1 Annual and special general meetings must be chaired by the president of the council.
- 25.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 25.3 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.

26. Participation by other than eligible voters

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

- 26.2 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.
- 26.3 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.

27. Voting

- 27.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 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.
- 27.6 If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- 27.7 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.

28. Order of business

- 28.1 The order of business at annual and special general meetings is as follows:
- a) certify proxies and corporate representatives and issue voting cards;
 - b) determine that there is a quorum;
 - c) elect a person to chair the meeting, if necessary;
 - d) present to the meeting proof of notice of meeting or waiver of notice;
 - e) approve the agenda;
 - f) approve minutes from the last annual or special general meeting;
 - g) deal with unfinished business;
 - h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - i) ratify any new rules made by the strata corporation under *section 125 of the Act*;
 - j) report on insurance coverage in accordance with *section 154 of the Act*, if the meeting is an annual general meeting;
 - k) approve the budget for the coming year in accordance with *section 103 of the Act*, if the meeting is an annual general meeting;
 - l) deal with new business, including any matters which notice has been given under *section 45 of the Act*;
 - m) elect a council, if the meeting is an annual general meeting;
 - n) terminate meeting.

Division 6 – Voluntary Dispute Resolution

29. Voluntary dispute resolution

- 29.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- a) all the parties to the dispute consent, and
 - b) the dispute involves the Act, the regulations, the bylaws or the rules.
- 29.2 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.
- 29.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Marketing Activities by Owner Developer

30. Display lot

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

31. Promotion

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

In each case as may be reasonably determined by the owner developer in order to enable or assist it in marketing or selling any strata lot within the development, the owner developer shall act reasonably in exercising its rights under this section 31.

Division 8 – General

32. Access by consultants

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

33. Noise control

33.1 An owner, tenant or occupant must not use a strata lot, limited common property or common property in a way or for any purpose that causes unreasonable or undue noise and shall take all reasonable steps to satisfy noise complaints from neighbours. Without limiting the generality of this bylaw, an owner, tenant or occupant of a strata lot shall avoid the use or operation of noisy equipment or machinery in or around the strata lot between the hours of 11:00 p.m. and 7:00 a.m.

34. Use of Property

34.1 An owner of a strata lot will not:

- a) use, or permit any occupant of his or her strata 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;
- b) 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;
- c) 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 barbeque, hibachi or other like cooking device on a patio, balcony, terrace or roof terrace unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with the rules and regulations made by the strata corporation from time to time;
- d) 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 patio, balcony, terrace or roof terrace of a strata lot;
- e) 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;

- f) 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 council;
- g) allow his or her strata lot to become unsanitary or a source of odour;
- h) 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 size or colour from those of the original building specifications;
- i) 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, patios, balconies, terraces or roof terraces or other parts of the building so that they re visible from the outside of the building;
- j) 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 to 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 council;
- k) 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 without the prior approval of the strata corporation;
- l) 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;
- m) 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 indoor-outdoor carpeting on any patio, balcony, terrace or roof terrace except free-standing, self-contained planter boxes, summer furniture and accessories nor 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 hanging plants or baskets or other hanging items within three feet of a patio, balcony, terrace or roof terrace railing line; and
- n) give, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant 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.

35. Garbage and recycling disposal

- 35.1 An owner, tenant or occupant of a strata lot will remove ordinary household refuse, garbage and recycling 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, garbage and recycling at his or her expense.

36. Parking

- 36.1 Each owner of a strata lot will be entitled to the exclusive use of at least one parking stall located in the underground parking facility within the development, pursuant to a partial assignment of the parking facility lease (the "Parking Facility Lease") between the developer and an entity selected by the developer, a copy of which is attached to the disclosure statement for the development. Pursuant to the Parking Facility Lease, upon the registration of the strata plan for the development, the strata corporation will automatically assume all of the covenants and obligations of the developer under the Parking Facility Lease with respect to those parking stalls within the development which are subject to the Parking Facility Lease.
- 36.2 An owner, tenant or occupant of a strata lot will not:
- a) use any parking stall in the underground parking facility except the parking stall which has been specifically assigned or allocated to the strata lot or, when specifically agreed with another strata lot owner, the parking stall assigned or allocated to the strata lot of that other owner;
 - b) rent or lease the parking stall assigned or allocated to the strata lot or otherwise permit that parking stall to be regularly used by anyone that is not an owner, tenant or occupant of the building; or
 - c) store any personal items within the parking stall assigned or allocated to the strata lot.
- 36.3 An owner, tenant or occupant of any strata lot in the development will not carry out, or permit any 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, including the underground parking facility, except in the case of emergency. An owner, tenant or occupant of a 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 as a result of an activity prohibited by these bylaws.
- 36.4 An owner, tenant or occupant of a strata lot will not park any vehicle on the common property of the development or permit any guest to park any vehicle on the common property, except in those parking stalls which are designated for the use by visitors of the strata lots. Only guests of the owners, tenants or occupants of the strata lots will be entitled to use the visitor parking stalls located within the underground parking facility in the development.
- 36.5 An owner, tenant or occupant of a strata lot will not store any vehicle or recreational vehicle on the common property or permit any guest to do so. Notwithstanding the foregoing, an owner, tenant or occupant of a strata lot may store a boat trailer or other recreational vehicle within the parking stall assigned or allocated to such strata lot pursuant to the Parking Facility Lease, provided that such boat trailer or other recreational vehicle fits within such parking stall without creating a danger or hazard to other users of the underground parking facility, and provided that the owner, tenant or occupant has obtained adequate insurance in respect thereof.

37. Move in / move out

- 37.1 The strata corporation may regulate the times and manner in which any moves into or out of strata lots may be made and require that such moves be coordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the 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.
- 37.2 An owner of a strata lot must notify the strata corporation in advance of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot.
- 37.3 A resident moving in or out of BCS 3321 must pay a non-refundable move in/out fee of \$250.00. **(amended Sept. 14, 2016)**

38. Rentals

- 38.1 Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a "Form K – Notice of Tenant's Responsibilities" in the form set out in the Act, signed by the tenant.
- 38.2 An owner will advise the council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven (7) days in advance and will make arrangements with the manager of the building to coordinate any such move in accordance with Bylaw 37.
- 38.3 No owner shall rent or lease their strata lot for a period of less than twelve months.
- 38.4 An owner, tenant or occupant must not use a strata lot for: commercial purposes such as a hotel, lodging house, vacation rental, time share or bed and breakfast; short term lodging of an employee of the owner, tenant, or occupant, unless the employee is a live- in nanny, housekeeper, or caregiver. For the purposes of this Rule, "short term lodging" means a stay of 30 consecutive days or less in the strata lot.
- 38.5 An owner or resident must not obtain a license for the use of all or part of a strata lot for short-term accommodation purposes. (amended September 26th, 2018)
- 38.6 Effective November 30th, 2018, any breach of bylaws 38.4 or 38.5 is subject or a fine of \$1,000.00 per day. (amended September 26th, 2018)

39. Insurance

- 39.1 An owner shall indemnify and save harmless the strata corporation from the expense, including insurance deductibles, of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot resulting from an owner's willful act or negligence or that of any tenant or occupant of a strata lot or any visitors, customers, clients, employees or contractors of an owner, tenant or occupant, but only to the extent that such expense is not recovered from proceeds of insurance carried by the strata.

40. No Smoking

40.1 For the purposes of this bylaw, the following definitions apply:

- (a) “smoke” or “smoking” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances;
- (b) “vape” or “vaping” includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

40.2 A resident or visitor must not smoke or vape in or on the following areas:

- (a) any common property that is located within a building (including hallways, elevators, parking garages, service rooms, storage lockers, stairs and amenity rooms);
- (b) a balcony, patio or deck; and
- (c) anywhere on the exterior common property that is within three metres of a door, window or air intake.
