

1. Contact

Document Fees: \$31.27

**DWELL PROPERTY MANAGEMENT**  
4311 Viking Way - Suite 170  
Richmond BC V6V 2K9  
604-821-2999

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-I Amendment to Bylaws**

3. Description of Land

PID/Plan Number

Legal Description

**BCS1920**

**THE OWNERS, STRATA PLAN BCS1920**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Alan Ives Chim**  
**GBW49K**

Digitally signed by  
Alan Ives Chim GBW49K  
Date: 2023-05-31  
16:38:04 -07:00

**Strata Property Act**  
**Form I**  
**Amendment to Bylaws**  
**(Section 128)**

The Owners, Strata Plan BCS1920 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual General Meeting held on May 25, 2023:

Wording of Bylaw amendment Attached



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Signature of Council Member



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Signature of Second Council Member

## SCHEDULE OF BYLAWS

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## SCHEDULE OF BYLAWS

The Owners, Strata Plan BCS 1920

**These Bylaws repeal and replace all previously filed Bylaws. The Schedule of Standard Bylaws in the *Strata Property Act* (the “Act”) is disappplied.**

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

#### **1. Payment of Strata Fees**

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. An owner must pay a special levy on the date or dates noted in the resolution authorizing the special levy. If an owner fails to pay strata fees or a special levy at the required time the Strata Corporation may charge interest at the rate of 10% per annum compounded annually.
- (2) If the Strata Corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the Strata Corporation for the full amount of the costs incurred by the Strata Corporation.
- (3) Without limiting any other right or remedy of the Strata Corporation, the Strata Corporation may charge a fine of \$200 each time an owner fails to pay strata fees or a special levy on the due date.

#### **2. Repair and Maintenance of Property by Owner**

- (1) An owner must repair and maintain the owner’s strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- (3) An owner will promptly do all work that is ordered by a local authority in respect of the owner’s strata lot.

#### **3. Use of Property**

- (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 contrary to any statute, ordinance, bylaw, regulation or order of any government or public authority; and
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) Without limiting the generality of Bylaw 3(1)(a), a nuisance may include noise, water, vibrations, odours, or other intrusions that emanate from strata lots, limited common property or common property.
  - (3) An owner, tenant, occupant, or visitor must not cause, or permit 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. An owner will indemnify and save harmless the Strata Corporation from and against any and all manner of actions, causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation actual reasonable legal fees) which the Strata Corporation may sustain, incur, or be put to by reason of or arising out of:
    - (a) damage for which an owner, tenant, occupant, or visitor is responsible;
    - (b) without limiting the generality of Bylaw 3(3)(a), any act or omission of an owner, tenant, occupant, or visitor; or
    - (c) the non-observance or violation by an owner, tenant, occupant or visitor of the Act, Regulations, Bylaws, or rules.
  - (4) An owner, tenant, or occupant will not leave or store any items on the common property.
  - (5) An owner, tenant or occupant will maintain the owner's strata lot in a good and clean condition.
  - (6) An owner, tenant, or occupant will not use or install in or about a strata lot any shades, awnings, window or balcony guards or screens or ventilators, except those installations approved in writing by the Strata Council and in accordance with the City of Vancouver Building Codes and Bylaws.
  - (7) Without limiting the generality of Bylaw 3(1)(b), an owner, tenant, or occupant will not do anything or permit anything to be done that is contrary to the [City of Vancouver Noise Control Bylaw](#).
  - (8) An owner, tenant, or occupant will not use a strata lot for commercial or professional purposes, except that a home office is permitted as long as it does not require or encourage attendance at the strata lot by members of the public.

- (9) **Children and Visitors**
- (a) An owner, tenant, or occupant is responsible for the conduct of their guests, including ensuring that noise is kept at a level that is in accordance with Bylaw 3.
  - (b) An owner, tenant, or occupant is responsible for the conduct of children residing in or visiting their strata lot, including ensuring that noise is kept at a level that is in accordance with Bylaw 3.
  - (c) An owner, tenant, or occupant is responsible for the supervision of children or guests who reside in or visit their strata lot.
  - (d) An owner, tenant, or occupant assume all liability for all activities of children or guests who reside in or visit their strata lot.
- (10) An owner, tenant, or occupant will not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways, and other parts of the common property. Without limiting the generality of the foregoing, an owner, tenant, or occupant will not keep personal items or garbage on any part of the common property.
- (11) An owner, tenant, or occupant will not wear or use, as the case may be, inline skates, bicycles, scooters, or skateboards anywhere in the building, including a strata lot.
- (12) An owner, tenant, or occupant will not hang or place any window drapes, blinds, tinfoil, signs, or other objects which, in the opinion of the Strata Council, will adversely affect the consistency of the exterior appearance of the building.
- (13) An owner, tenant, or occupant will ensure that drapes or blinds visible from the outside of the building are cream or white in colour.
- (14) An owner, tenant, or occupant will ensure that all entrance doors to strata lots are kept closed and kitchen exhaust fans are used when cooking.
- (15) An owner, tenant, or occupant will ensure that no laundry, flags, clothing, bedding, or other articles are hung or displayed from windows, balconies, decks or patios or other parts of the building so that they are visible from the outside of the building.
- (16) An owner, tenant, or occupant will not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on common property, land that is a common asset and limited common property, including, but not limited to, patios, decks, or balconies.

#### **4. Pets and Animals**

- (1) An owner, tenant or occupant will not keep any pets on a strata lot other than the following:
- (a) a reasonable number of fish or other small aquarium animals, provided that they are within 1 aquarium that is not greater than 50 pounds in weight;

- (b) no more than 2 of, or a combination of 2, of the following:
  - (i) caged mammals;
  - (ii) caged birds;
  - (iii) dogs; or
  - (iv) cats.
- (c) Notwithstanding Bylaw 4(1), no owner, tenant, or occupant will keep a Prohibited Dog in a strata lot. **“Prohibited Dog”** means:
  - (i) a dog which falls within the definition of an aggressive dog under the City of Vancouver Animal Control Bylaw; or
  - (ii) a dog which in the opinion of the Strata Council is vicious or dangerous or may constitute a hazard to any owner, tenant, occupant, guest, or pet; or
  - (iii) a dog which has previously bitten or attacked any person or pet, regardless of where such bite or attack occurred.
- (2) An owner, tenant or occupant must not keep exotic pets, including but not limited to snakes, reptiles, spiders, or large members of the cat family.
- (3) An owner, tenant, occupant, or visitor must ensure that all animals are leashed or otherwise secured when on common property or on land that is a common asset. Without limiting the generality of the foregoing, a cat or dog must be on a leash no greater than 6 feet in length at all times while on common property.
- (4) An owner, tenant, occupant or visitor will maintain control of all pets at all times while on common property and will ensure that pets do not interfere with or damage common property, or interfere with the use and enjoyment of common property by other owners, tenants, or occupants.
- (5) An owner must assume all liability for all actions by any pet kept on or visiting at an owner's strata lot, regardless of whether an owner had knowledge, notice or forewarning of the likelihood of such action.
- (6) An owner of a pet will not permit the pet to urinate or defecate on the common property or limited common property, including all balconies, patios, and decks.
- (7) Without limiting Bylaw 4(6), an owner of a pet will immediately and completely remove all of a pet's waste from the common property and clean and disinfect the area. A pet owner who fails to remove a pet's waste will be responsible for all costs incurred by the Strata Corporation to remove the waste and/or repair the common property and is responsible for any fines that may be levied by the Strata Council.
- (8) Without limiting Bylaw 4(4), an owner, occupant, tenant, or visitor will not leave a pet unattended on limited common property, common property or on land that is a common asset.

- (9) An owner, tenant or occupant will not permit a pet to cause a nuisance to any resident or permit a pet to disturb any other owner, tenant, or occupant due to barking, howling or the making of other noise.
- (10) If the Strata Council receives a complaint about a pet, a Strata Council meeting will be held in accordance with the provisions of the Act. The Strata Council may issue a warning letter, fine the owner, require the owner to pay the costs of remedying the contravention or order the immediate removal of a pet from the strata lot in which case the pet will be immediately removed by the owner. The owner of the pet will be advised about the outcome of the meeting in writing.
- (11) An owner, occupant, tenant, or visitor will not feed birds, rodents, or other wild animals from any strata lot, limited common property, common property or land that is a common asset. Without limiting the generality of the foregoing, no bird feeders of any kind are permitted to be kept on balconies, decks, patios, strata lots, common property or land that is a common asset.

## **5. Rentals**

- (1) Within two weeks after renting all or part of a strata lot, an owner must provide the Strata Corporation with a copy of the Form K – Notice of Tenant’s Responsibilities signed by the tenant.
- (2) A strata lot rented in accordance with this bylaw cannot be subleased.
- (3) An owner will not rent a strata lot or permit a strata lot to be rented for a period less than 6 consecutive months.

## **6. Restriction on Use of Strata Lots**

- (1) An owner, tenant or occupant will not for any reason grant a license to any person to occupy a strata lot for the purpose of short-term accommodations, temporary accommodations, or vacation rentals. Without limiting the generality of the foregoing, no owner, tenant, or occupant will license a strata lot under any of the following arrangements:
  - (a) as a motel, hotel, inn, hostel, or bed and breakfast, or other similar accommodations;
  - (b) as a boarding house, home stay, or student housing;
  - (c) through any website designed for booking short term accommodations, temporary accommodations or vacation rentals, including but not limited to [www.Airbnb.com](http://www.Airbnb.com), [www.vrbo.com](http://www.vrbo.com) and other similar websites;
  - (d) through any app designed for booking short term accommodations, temporary accommodations, or vacation rentals;
  - (e) through any other person, agency, or organization which makes arrangements for, or which itself reserves, short term accommodations, temporary accommodations, or vacation rentals; or

- (f) at a nightly or weekly rate.

## **7. Inform Strata Corporation**

- (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number, email, phone 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 the tenant's name, email, and phone number.

## **8. Obtain Approval Before Altering a Strata Lot**

- (1) An owner must obtain the written approval of the Strata Council before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies, or other things attached to the exterior of a building;
  - (d) doors, windows, or skylights on the exterior of a building or that front on the common property;
  - (e) 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;
  - (h) flooring; and
  - (i) wiring, plumbing, piping, heating, air conditioning, and other similar services.
- (2) When making an application under Bylaw 8(1), an owner will provide the following to the Strata Council:
  - (a) a detailed description of the proposed alteration, including detailed plans and written description; and
  - (b) any other information required by the Strata Corporation.
- (3) The Strata Council must not unreasonably withhold its approval under subsection 8(1), but may require one or more of the following as a condition of its approval:
  - (a) that the owner agrees in writing to take responsibility for any expenses relating to the alteration; and

- (b) that the owner provides to the Strata Corporation a signed written alteration and indemnity agreement on terms required by the Strata Council.
- (4) Without limiting the generality of any other bylaw, an owner, tenant, or occupant wishing to install a ductless air conditioner or heat pump, must first apply in writing to the Strata Council for approval. Approval of such installation will be permitted only on the following conditions:
- (a) Bylaws 8, 9, and 10 are satisfied by the owner;
  - (b) the installation of the ductless air conditioner or heat pump will not involve the removal, or modification to, any window or the exterior of the building without the written approval of the Strata Council;
  - (c) the central or ductless air conditioner or heat pump will be maintained in good working order;
  - (d) the installation and operation of the central or ductless air conditioning or heat pump will not cause a nuisance or contravene Bylaw 3;
  - (e) any damages to, or stains caused by, the central or ductless air conditioner or heat pump to the limited common property or common property may be repaired by the Strata Corporation with all related costs charged back to the owner;
  - (f) without limiting any other right or remedy of the Strata Corporation, an owner, tenant, or occupant will indemnify and save harmless the Strata Corporation for any action, damages, costs, loss, or expense of whatever kind which the Strata Corporation may sustain in connection with the ductless air conditioner or heat pump; and,
  - (g) provision of any other relevant information required by the Strata Corporation.
- (5) If an owner, tenant, or occupant uses a portable air conditioner or cooling device (devices that are placed in a window) the owner, tenant or occupant must:
- (a) ensure that a portable air conditioner or cooling device is placed in a location that does not cause:
    - (i) a noise or other nuisance;
    - (ii) contravention of Bylaw 3; and
    - (iii) a safety hazard.
  - (b) ensure that only a clear plastic or white panel will be used as the “filler piece” above a window mounted air conditioner, cooling device or around a vent hose so that its exterior appearance is consistent with these Bylaws; and

- (c) without limiting any other right or remedy of the Strata Corporation, an owner, tenant, or occupant will indemnify and save harmless the Strata Corporation for any action, damages, costs, loss or expense of whatever kind which the Strata Corporation may sustain in connection with the portable air conditioner or cooling device.

**9. Obtain Approval Before Altering Common Property**

- (1) An owner must obtain the written approval of the Strata Council before making an alteration to common property, including limited common property, or common assets.
- (2) When making an application under Bylaw 9(1), an owner will provide the following to the Strata Council:
  - (a) a detailed description of the proposed alteration, including detailed plans and written description; and
  - (b) any other information required by the Strata Corporation.
- (3) The Strata Council may require one or more the following as a condition of its approval:
  - (a) that the owner agrees in writing to take responsibility for any expenses relating to the alteration; and
  - (b) that the owner provides to the Strata Corporation a signed written alteration and indemnity agreement on terms required by the Strata Council.

**10. Alterations to a Strata Lot or Common Property**

- (1) An owner will undertake alterations or renovations in accordance with these Bylaws and must sign and comply with all terms and conditions in the Indemnity Agreement for Strata Lot Alterations, and must:
  - (a) pay the cost of all alterations;
  - (b) ensure all alterations are carried out in accordance with the design approved by the Strata Council or its duly authorized representative;
  - (c) ensure that the standard of quality of work and materials of the alteration will be no less than the existing structures;
  - (d) be responsible for all present and future maintenance, repairs, and replacements, increases in insurance, and any damage suffered, or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;

- (e) ensure that contractors and subcontractors hired obtain and maintain coverage with Worksafe BC and comply with the provisions of the *Workers Compensation Act*;
  - (f) ensure that contractors and subcontractors maintain contractor's liability insurance; and
  - (g) indemnify and save harmless the Strata Corporation for any action, damages, costs, loss, or expense of whatever kind which the Strata Corporation may sustain in connection with the alteration.
- (2) An owner who undertakes alterations in accordance with these Bylaws will:
- (a) complete and post the Notice of Disruption Form 72 hours prior to the commencement of the approved alternation work;
  - (b) ensure all tradespersons are licensed and bonded;
  - (c) not permit any construction debris, materials, or packaging to be deposited in the Strata Corporation's disposal containers;
  - (d) ensure that the delivery of any construction material is through the parking lot and, if in an elevator, an owner must ensure the elevator is protected with proper wall pads and floor coverings;
  - (e) not permit any renovation/alteration materials to be delivered through the main lobby;
  - (f) cause drop cloths to be installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping;
  - (g) cause stairs, lobbies, and paths through the parking areas to be regularly cleaned (and vacuumed at the request of the Strata Council); and
  - (h) cause the residential corridor to be thoroughly vacuumed daily.
- (3) An owner will not cause or permit alterations to be performed during any of the following:
- (a) on weekends;
  - (b) on weekdays before 9:00 a.m. or after 5:00 p.m.;
  - (c) on statutory holidays in British Columbia; and
  - (d) between December 24 and January 1;
- except if an emergency, or if approved by the Strata Council.
- (4) An owner will be responsible to obtain the applicable building or other permits at the owner's expense prior to commencing the work, and obtaining such permits is

a condition of the Strata Council's approval. An owner will provide copies of such permits to the Strata Council promptly upon receipt.

- (5) An owner who undertakes alterations in accordance with these Bylaws, and any subsequent owner, are responsible for all costs relating to:
  - (a) the maintenance and repair of the alterations;
  - (b) the effects on all adjacent strata lots or common property; and
  - (c) the effects of rain and weathering, staining, discoloration.
- (6) The Strata Council may maintain, repair, or remove alterations to common property if in the opinion of the Strata Council:
  - (a) the alterations are not maintained or repaired; or
  - (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are the owner's responsibility.

- (7) On the sale of a strata lot, an owner must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an agreement with the Strata Corporation, if required by the Strata Council, the alteration may be removed by the Strata Council and the cost of the removal will be charged to the new owner.
- (8) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the Strata Council.
- (9) The Strata Council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The Strata Council may include specified supervision or inspection as a requirement of approval.
- (10) Any alteration to a strata lot or to common property that has not received the prior written approval of Strata Council must be removed at the owner's expense if the Strata Council orders that the alteration be removed.
- (11) In this Bylaw, "**Hard Flooring**" means any material other than carpet and includes genuine hardwood, fabricated laminate, tile, slate, bamboo, and cork.
- (12) An owner will not install Hard Flooring in a strata lot except with written approval from the Strata Corporation.
- (13) An owner who proposes to install Hard Flooring in a strata lot shall make a written application to the Strata Corporation, and must provide the following information to the Strata Corporation:
  - (a) A detailed description of:

- (i) the proposed method of installation;
- (ii) the type of Hard Flooring to be used; and
- (iii) the type of underlay to be used;

including the Sound Transmission Class and the Impact Insulation Class ratings.

- (b) Any other information required by the Strata Corporation.

(14) The Strata Council will not grant approval pursuant to Bylaw 10(12), unless the Strata Council is satisfied that:

- (a) the proposed method of installation and materials to be used are of a nature and quality that would ensure that the Hard Flooring would not create unreasonable noise or constitute a nuisance to any other owner, tenant, or occupant;
- (b) genuine hardwood or fabricated laminate floors will be floating;
- (c) on-site engineered floors will not be nailed, screwed, glued, or otherwise permanently anchored to the concrete sub-floor;
- (d) genuine hardwood or fabricated laminate floors will be laid down on a sound insulation layer of at least 6mm of cork or other equivalent material with the same specified sound attenuation specifications.
- (e) the floor will meet FIIC (Field Impact Insulation Class) of:
  - (i) a minimum attenuation of 75IIC;
  - (ii) or the current prevailing decibel standard;whichever has the higher sound decibel rating; and
- (f) a margin of at least 1/4 inch will be left between the Hard Flooring and the walls, to prevent warping due to "drumming", and to control adjacent wall sound transmission.

(15) An owner who installs Hard Flooring shall:

- (a) cause the Hard Flooring to be installed in the manner set out pursuant to Bylaw 10(13)(a), and in strict accordance with the manufacturer's recommendations or specifications;
- (b) comply with the provisions of Bylaws 8, 9, and 10; and
- (c) provide to the Strata Council a statement or certificate from the floor material supplier that the product meets or exceeds the specifications in Bylaw 10(14)(e).

- (16) In the event unreasonable sound transmission occurs in a strata lot due to Hard Flooring the Strata Council may request that an owner, tenant, or occupant take reasonable steps to remedy the sound transmission.

## **11. Permit Entry to Strata Lot**

- (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 section 149 of the Act; or
    - (ii) to ensure compliance with the Act or these Bylaws.
- (2) The notice referred to in subsection 11(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) If forced entry to a strata lot is due to emergency access and the inability to contact the owner of the strata lot, the owner will be responsible for all costs of forced entry incurred by the Strata Corporation, including but not limited to, any damage as a result of the forced entry.

## **12. Indemnification and Insurance Deductible**

- (1) An owner, tenant or occupant is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.
- (2) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets that owner must indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.
- (a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word "responsible" has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
  - (b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission,

negligence, or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); and

- (c) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including, but not limited to, anything arising from any of the following:
  - (i) dishwasher;
  - (ii) refrigerator with ice/water dispensing capabilities;
  - (iii) garburator;
  - (iv) washing machine;
  - (v) toilets, sinks, bathtubs;
  - (vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;
  - (vii) fireplaces;
  - (viii) exhaust fans and humidifiers/dehumidifiers;
  - (ix) stoves, including gas stoves;
  - (x) anything introduced into the strata lot by a resident or visitor;
  - (xi) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
  - (xii) any pets residing in or visiting at the owner's strata lot;
  - (xiii) any person residing in or visiting at the owner's strata lot; and
  - (xiv) barbecues or smokers.
- (3) For the purposes of these Bylaws, an expense not covered by the strata insurance proceeds received by the Strata Corporation includes:
  - (a) the costs of investigating the cause of any loss or damage, where the owner is responsible;
  - (b) the costs of repairing the cause of any loss or damage, where the owner is responsible;

- (c) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the Strata Corporation, and/or prosecuting any claim made against the owner;
  - (d) any insurance deductible paid or payable by the Strata Corporation; and
  - (e) the costs to repair the loss or damage, where no strata insurance policy operates or where the Strata Council decides not to make a claim on any strata insurance policy because no strata insurance policy would operate or because making a claim is not in the best interests of the Strata Corporation, as determined by the Strata Council acting reasonably. Where an insurance claim is not made because it would not be in the best interests of the Strata Corporation, the owner's liability under this bylaw 12(3)(e) is limited to an amount equal to the insurance deductible that would have been paid or payable by the Strata Corporation had an insurance claim been made and accepted by the insurer.
- (4) An expense not covered by the strata insurance proceeds received by the Strata Corporation will be charged to the owner. For certainty, nothing in this bylaw 12 requires the Strata Corporation to make a claim on any strata insurance policy in order to charge an amount to the owner in accordance with Bylaws 12(1), 12(2) and 12(3)

## **Division 2 – Powers and Duties of Strata Corporation**

### **13. Repair and Maintenance of Property by Strata Corporation**

- (1) The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the Strata Corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to:
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (A) the structure of a building;
      - (B) the exterior of a building;
      - (C) patios, chimneys, stairs, balconies, and other things attached to the exterior of a building;
      - (D) doors, windows, and skylights on the exterior of a building or that front on the common property; and

- (E) fences, railings and similar structures that enclose patios, balconies and yards.
- (d) a strata lot, but the duty to repair and maintain it is restricted to:
  - (i) the structure of a building;
  - (ii) the exterior of a building;
  - (iii) patios, chimneys, stairs, balconies, and other things attached to the exterior of a building;
  - (iv) doors, windows, and skylights on the exterior of a building or that front on the common property; and
  - (v) fences, railings, and similar structures that enclose patios, balconies and yards.

### **Division 3 – Strata Council**

#### **14. Strata Council Size and Membership**

- (1) The Strata Council must have at least 3 and not more than 7 members.
- (2) An owner will not be entitled to be elected to Strata Council or continue to stand on the Strata Council if the Strata Corporation is entitled to register a lien against that strata lot under section 116 of the Act.

#### **15. Strata Council Members' Terms**

- (1) The term of office of a Strata Council member concludes at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as Strata Council member is ending is eligible for re-election.

#### **16. Removing Strata Council Member**

- (1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Strata Council members.
- (2) After removing a Strata Council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term.

#### **17. Replacing Strata Council Member**

- (1) If a Strata Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.
- (2) A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.

- (3) The Strata Council may appoint a Strata Council member under this section even if the absence of the member being replaced leaves the Strata Council without a quorum.
- (4) If all the members of the Strata Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new Strata Council by complying with the provisions of the Act, the regulations and the Bylaws respecting the calling and holding of meetings.

## **18. Officers**

- (1) At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, at which the Strata Council is elected, the Strata Council must elect, from among its members, a president, a vice president, a secretary, a treasurer, and a privacy officer.
- (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) The privacy officer is responsible to ensure that the Strata Corporation complies with the *Personal Information Protection Act*.
- (5) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

## **19. Calling Strata Council Meetings**

- (1) Any Strata Council member may call a Strata Council meeting by giving the other Strata 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 Strata Council meeting may be held on less than one week's notice if:
  - (a) all Strata Council members consent in advance of the meeting; or
  - (b) the meeting is required to deal with an emergency, and all Strata Council members either:
    - (i) consent in advance of the meeting; or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The Strata Council must inform owners about a Strata Council meeting as soon as feasible after the meeting has been called.

## **20. Quorum of the Strata Council**

(1) A quorum of the Strata Council is:

- (a) 2, if the Strata Council consists of 3 or 4 members;
- (b) 3, if the Strata Council consists of 5 or 6 members; and
- (c) 4, if the Strata Council consists of 7 members.

(2) Strata Council members must be present in person or electronically in accordance with Bylaw 21(1) at the Strata Council meeting to be counted in establishing quorum.

## **21. Strata Council Meetings**

(1) At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other.

(2) If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.

(3) An owner may attend Strata Council meetings as an observer.

(4) Despite subsection 21(3), no observers may attend those portions of Strata 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; and
- (c) any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

(5) At option of the Strata Council, any decision to be made at a Strata Council meeting may be made by an email exchange amongst Strata Council members, provided that:

- (a) all Strata Council members are copied on all emails; and
- (b) any decision made will not be effective unless it is ratified by a majority vote at the next Strata Council meeting.

## **22. Voting at Strata Council Meetings**

- (1) At Strata Council meetings, decisions must be made by a majority of Strata Council members present in person or electronically at the meeting.
- (2) If there is a tie vote at a Strata Council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Strata Council meeting must be recorded in the council meeting minutes.

## **23. Strata Council to Inform Owners of Minutes**

- (1) The Strata Council must provide owners a copy of the minutes of all Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

## **24. Delegation of the Strata Council's Powers and Duties**

- (1) Subject to subsections 24(2) and 24(4), the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members or persons who are not members of the Strata Council, and may revoke the delegation.
- (2) The Strata 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 24(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 Strata Council may not delegate its powers to determine, based on the facts of a particular case:
  - (a) whether a person has contravened a bylaw or rule;
  - (b) whether a person should be fined, and the amount of the fine;
  - (c) whether a person should be required to pay the reasonable costs of remedying a contravention of the Bylaws or rules; or
  - (d) whether an owner should be exempted from a bylaw that prohibits or limits rentals.

**25. Spending Restrictions**

- (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 25(1), a Strata 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.

**26. Limitation on Liability of Strata Council Member**

- (1) A Strata 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 Strata Council.
- (2) Subsection 26(1) does not affect a Strata Council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) All acts done in good faith by the Strata Council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of Strata Council, as valid as if the Strata Council member had been duly appointed or had duly continued in office.

**Division 4 – Enforcement of Bylaws and Rules**

**27. Maximum Fine**

- (1) The Strata Corporation may fine an owner or tenant a maximum of:
  - (a) \$1,000 for the contravention of Bylaw 6;
  - (b) \$200 for the contravention of any other bylaw; and
  - (c) \$50 for the contravention of a rule.

**28. Continuing Contravention**

- (1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, the Strata Corporation may impose fines as follows:
  - (a) for the breach of Bylaw 6, on daily basis; and
  - (b) for a breach of any other bylaw, every 7 days.

**29. Indemnification for Legal Fees**

- (1) An owner will indemnify and save harmless the Strata Corporation for any legal and administrative expenses including actual legal costs incurred or expended by the Strata Corporation as a result of the Strata Corporation taking steps to enforce its Bylaws and rules.

## **Division 5 – Annual and Special General Meetings**

### **30. Electronic Attendance**

- (1) Attendance by persons at an annual or special general meeting may be by telephone or other electronic means if such method permits all persons participating in the meeting to communicate with each other during the meeting.
- (2) Proxy holders who attend electronically are requested to submit the signed proxy to the Strata Corporation for certification by fax or email, as requested by the Strata Council, at least 48 hours prior to the time appointed for the general meeting.

### **31. Quorum**

- (1) Quorum for an annual or special general meeting will be the eligible voters holding 1/3 of the Strata Corporation's votes present in person or by proxy.
- (2) If at the time appointed for a general meeting, a quorum is not present:
  - (a) a meeting held pursuant to section 43 of the Act is cancelled; and
  - (b) for a meeting held other than pursuant to section 43 of the Act, the persons present in person or by proxy and entitled to vote at any time during the meeting will constitute a quorum.

### **32. Person to Chair Meeting**

- (1) Annual and special general meetings must be chaired by the president of the Strata Council.
- (2) If the president of the Strata Council is unwilling or unable to act, the meeting must be chaired by the vice president of the Strata Council.
- (3) If neither the president nor the vice president of the Strata 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.

### **33. Participation by Other than Eligible Voters**

- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Tenants and residents may attend annual and special general meetings if they are a proxy holder for an owner eligible to vote; or if they are immediate family of an eligible voter and attends with an eligible voter. In an electronic meeting, only one electronic device per unit is permitted to attend.
- (3) Persons who are not eligible to vote, but who may attend the meeting as per subsection 33(2) may participate in the discussion at the meeting, but only as permitted to do so by the chair of the meeting.

### **34. Voting**

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters not attending electronically.
- (2) At an annual or special general meeting, a vote is decided in respect of:
  - (a) those attending in person by:
    - (i) show of voting card or show of hands;
    - (ii) ballot; or
    - (iii) roll call, or some other method as directed by the chair.
  - (b) those attending electronically by:
    - (i) verbal communication; or
    - (i) electronic “polling”, private “message/chat” or similar voting features incorporated into software/apps.
- (3) If a precise count is requested, the chair must decide how the vote will be counted taking into account the presence, if any, of persons attending electronically.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of Strata Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter, except that those attending electronically may be required to verbally communicate their vote or email or text their vote to a person identified by the chair if the chair permits a vote by email or text.
- (7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote or an 80% vote if the Strata Corporation is entitled to register a lien against the strata lot under section 116 of the Act.

### **35. Order of Business**

- (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 Strata Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
  - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
  - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
  - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - (m) elect a Strata Council if the meeting is an annual general meeting; and
  - (n) terminate the meeting.
- (2) Despite subsection 35(1), the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

### **Division 6 – Voluntary Dispute Resolution**

#### **36. Voluntary Dispute Resolution**

- (1) A dispute among owners, tenants, the Strata Corporation, or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent; and
  - (b) the dispute involves the Act, the regulations, the Bylaws, or the rules.
- (2) A dispute resolution committee consists of:
- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

#### **Division 7 – Small Claims and Civil Resolution Tribunals**

#### **37. Small Claims and Civil Resolution Tribunal Actions**

- (1) Pursuant to section 171 of the Act, the Strata Council, on behalf of the Strata Corporation, may commence a proceeding under the *Small Claims Act* or the *Civil Resolution Tribunal Act* against an owner or other person to collect money owing to the Strata Corporation without further authorization from the Strata Corporation. The Strata Council may commence the proceedings to collect monies owing to the Strata Corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The Strata Council has full authority to negotiate a settlement or discontinue or dismiss the action.

#### **Division 8 – Severability**

#### **38. Severability**

- (1) Should any portion of these Bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the Bylaws, each paragraph, sub-paragraph, or clause hereof will be deemed a separate provision and severable, and the balance of the provisions contained herein will remain in full force and effect.
- (2) For the purposes of all Bylaws, wherever the singular or masculine is used, it will be construed as meaning the plural or feminine or body corporate where the context requires. The terms “resident” or “residents” refer to those individuals residing in the building, whether as owners, tenants, or other occupants.

#### **Division 9 – Additional Bylaws**

#### **39. Changes in Ownership or Occupancy of a Strata Lot**

- (1) **Sale of a Strata Lot and Marketing Activities:**
  - (a) An owner, tenant, or occupant will not display, or permit to be displayed a real estate sign in a strata lot or on the common property, except in the location designated by the Strata Corporation for real estate signs.
  - (b) Open houses must start no earlier than 10:00 a.m. and finish no later than 6:00 p.m. The owner or owner's representative shall meet each prospective purchaser outside the front entrance. All prospective purchasers must be escorted through to the strata lot and out to the front entrance at the end of their visit.
  - (c) Open house signs may be displayed no more than 60 minutes prior to an open house and must be removed no later than 10 minutes after the end

of the open house. An owner, tenant, or occupant will not at any time permit a sign to block access to the building by a vehicle or an owner, tenant, occupant, or guest.

- (d) Lockboxes are not permitted on common property or land that is a common asset.

(2) **Moving In/Out procedures:**

- (a) Each time that an owner, tenant, or occupant moves into or out of a strata lot, the owner of the strata lot will:
  - (i) pay to the Strata Corporation a non-refundable fee of \$200; and
  - (ii) deliver to the Strata Corporation a security deposit in the amount of \$500.00.
- (b) Without limiting any other right or remedy of the Strata Corporation, the Strata Corporation will apply the security deposit referred to in Bylaw 39(2)(a)(ii) to any costs incurred by the Strata Corporation as a result of any damage done by an owner, tenant, occupant or their agents during the move, and will return any balance remaining to the owner.
- (c) An owner, tenant, or occupant will not deposit or leave moving materials, including boxes, in the Strata Corporation's garbage room.
- (d) When moving into or out of a strata lot, an owner, tenant, or occupant who uses the parking gate will at all times monitor it, to ensure that the gate fully closes without any unauthorized person or vehicle entering the garage.
- (e) An owner, tenant, or occupant will:
  - (i) not at any time leave the entrance doors open and unattended;
  - (ii) not permit any deliveries of furniture/appliances through any door other than the Visitor Parking entrance door.
- (f) Without limiting the generality of Bylaw 39(2)(e)(ii), an owner, tenant, occupant, or guest will not use the front entrance door to move in or out.
- (g) An owner will contact the property management company to arrange for a move. The property management company will arrange with the janitorial company to lock off the elevator and hang the protective coverings in the elevator used for the moves.
- (h) An owner will provide the property management company with a minimum of one week's notice of a move. If this does not occur and an owner gives less than one week's notice, or does not give notice, an owner is subject to a fine.
- (i) An owner, tenant, or occupant will pay due care and attention to the elevator, surrounding walls, carpets and doors when moving furniture.

- (j) An owner, tenant, or occupant is responsible for moving personnel and/or friends/relatives who are assisting with their move. All must adhere to the Rules and Bylaws of the Strata Corporation.

#### **40. Storage**

- (1) An owner, tenant, or occupant will not store a bicycle anywhere other than in the bicycle room or inside their assigned locker. Without limiting the generality of the foregoing, an owner, tenant, or occupant, will not store a bicycle on a balcony, deck, or patio.
- (2) An owner, tenant, or occupant will not use or transport a bicycle in elevators, hallways, or any other common areas.
- (3) An owner, tenant, occupant, or guest will not store any hazardous substances in a storage locker.
- (4) No part of common property other than designated storage lockers shall be used for storage.
- (5) Any owner, tenant, or occupant who leaves any item anywhere on or in the common property or on any limited common property does so at their own risk.
- (6) An owner, tenant, or occupant will not permit anyone other than an owner, tenant, or occupant to use a storage locker.
- (7) An owner, tenant, or occupant will not store any items on top of a storage locker.

#### **41. Parking**

##### **(1) Strata Lot Parking**

- (a) An owner, tenant or occupant will not use any parking space other than the parking space designated to the strata lot occupied by the owner, tenant, or occupant.
- (b) Subject to Bylaw 41(1)(c), an owner, tenant or occupant will not allow anyone to use a parking space designated to the strata lot occupied by the owner, occupant, or tenant, other than an owner, tenant, or occupant.
- (c) Notwithstanding Bylaw 41(1), an owner, tenant or occupant may permit a friend or a family member to use the parking space designated to the strata lot occupied by that owner, occupant, or tenant on a temporary basis, such as while visiting or house sitting.
- (d) An owner, tenant, or occupant will not store, or permit the storage of, unlicensed or uninsured vehicles on common property, limited common property, or on land that is a common asset.

- (e) An owner, tenant, or occupant storing a vehicle must provide proof of insurance to the Strata Corporation on the commencement date of the storage.
- (f) An owner, tenant, occupant, or guest will not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes, or no parking zones.
- (g) The Strata Corporation may tow a vehicle that is parked in a prohibited area or in breach of the Bylaws, and the owner of such vehicle will be responsible for all costs to tow and impound such vehicle.
- (h) An owner, tenant, occupant, or guest will not use, or permit the use of, a strata lot parking space area as a work area for carpentry, renovations, repairs, including, but not limited to sawing, drilling and the use of any adhesive or hardening compounds, or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- (i) An owner, tenant, occupant, or guest operating a vehicle in the parking areas must activate the vehicle's headlights at all times while driving.
- (j) An owner, tenant, occupant, or guest will not at any time drive a vehicle in the parkade at a speed that is greater than 10km/h.
- (k) An owner, tenant, or occupant will not cause or permit a vehicle to leak or drip oil, gasoline, or other fluids onto the strata lot parking stall or common property.
- (l) If an owner, tenant, or occupant is in breach of Bylaw 41(1)(k):
  - (i) the owner, tenant, or occupant will at their sole cost and expense, within 7 days of receipt of notice from the Strata Corporation, do all such things that are required to return the strata lot parking stall or common property to the condition that existed prior to the breach; and
  - (ii) if an owner, tenant, or occupant fails to comply with Bylaw 41(1)(l)(i) within the time limit specified in Bylaw 41(1)(l)(i), the Strata Corporation will be entitled to do all such things as are required to return the strata lot parking stall or common property to the condition that existed prior to the breach, and the owner shall immediately provide reimbursement to the Strata Corporation for all costs it incurred.
- (m) An owner, tenant, or occupant will not store a garage door key fob in a vehicle at any time while it is parked in the parking garage.
- (n) An owner, tenant, or occupant will not use common property electrical outlets for any purpose with the exception of parking area outlets while vacuuming a vehicle.

(2) **Visitor Parking**

- (a) Visitor parking stalls are for the exclusive use of the guests of owners, tenants, or occupants. An owner, tenant, or occupant will not at any time park a vehicle in a visitor parking stall.
- (b) The Strata Corporation will provide one visitor parking pass to each strata lot.
- (c) An owner, tenant, or occupant will supply their guest with a visitor parking pass that will, at all times, be displayed, while parking in the visitor parking stalls.
- (d) The visitor parking pass must be visibly displayed on the mirror, dashboard, or other clearly visible area of a guest's vehicle.
- (e) The Strata Corporation will monitor the visitor parking stalls and license plate numbers of guest vehicles will be recorded.
- (f) An owner, tenant, or occupant may request from the Strata Corporation a visitor parking pass for a period of greater than 48 hours within a one-month period. The Strata Corporation will consider the general demand for visitor parking when deciding such a request.
- (g) An owner, tenant, and occupant is responsible for any damage caused to the visitor parking area and common property by their guests.
- (h) Commercial vehicles are not permitted to park overnight in the visitor parking area.
- (i) In the event of a lost visitor parking pass, the charge to replace it will be \$30.00.

**42. Electric Vehicle Charging**

- (1) in this Bylaw, the following terms have the following meanings:
  - (a) **“EV Charging Stall”** means the area located at the entrance of the strata lot parking area immediately behind the parking gate;
  - (b) **“Third Party Service Provider”** means an entity that manages electric vehicle charging; and
  - (c) **“Third Party Agreement”** means an agreement entered into between the Strata Corporation and the Third Party Service Provider.
- (2) An owner, tenant, or occupant will not park a vehicle in an EV Charging Stall unless the vehicle is:
  - (a) an electric vehicle;
  - (b) plugged in; and

- (c) in the active process of charging.
- (3) An owner, tenant, or occupant who parks a vehicle in an EV Charging Stall will move the vehicle as soon as it is fully charged.
- (4) An owner, tenant, or occupant who parks a vehicle in an EV Charging Stall will comply with all applicable laws, bylaws, and regulations.
- (5) An owner, tenant, occupant, or guest will not do anything to cause damage to, interfere or tamper with an EV Charging Stall or an electric vehicle charging station.
- (6) An owner, tenant, or occupant who parks a vehicle in an EV Charging Stall will comply with the terms of the Third-Party Agreement.
- (7) An owner, tenant or occupant will not permit anyone other than an owner, tenant, or occupant to park a vehicle in an EV Charging Stall, and without limiting the generality of the foregoing, no owner, tenant, or occupant will permit a guest to park a vehicle in an EV Charging Stall.
- (8) Without limiting any other right or remedy of the Strata Corporation, an owner, tenant, occupant will indemnify and save harmless the Strata Corporation from any cost, or loss, or damage resulting directly or indirectly from the use of an EV Charging Stall by the owner, tenant, or occupant.

**43. Patios/Decks/Balconies**

- (1) Notwithstanding Bylaw 13, an owner, tenant or occupant will ensure that a patio, deck, or balcony is always clean in appearance.
- (2) An owner, tenant or occupant may place or store only the following items on a patio, deck, or balcony:
  - (a) outdoor patio furniture;
  - (b) a small water feature or fountain, provided it is:
    - (i) self-contained; and
    - (ii) does not connect to any part of the building, including but not limited to, the building's irrigation system;
  - (c) small planters and small shrubs, trees, and flowers; and
  - (d) a barbecue in accordance with Bylaw 43(3).
- (3) An owner, tenant, or occupant will not use a barbecue unless:
  - (a) the barbecue is fueled by electricity or propane; and
  - (b) the barbecue is used and maintained in a safe manner and in accordance with the manufacturer's recommendations.

- (4) An owner, tenant, or occupant will not install a satellite dish on the exterior of the building, or on a railing.
- (5) An owner, tenant or occupant is responsible for ensuring that plants and planters do not cause physical damage to strata lots, limited common property, common property, the building, including but not limited to, patios, decks and balconies and will:
  - (a) ensure that the weight of a planter is suitable for a patio, deck or balcony;
  - (b) place planters on spacers or saucers;
  - (c) not allow roots to grow out of the bottom of planters;
  - (d) remove all dead plant materials from patios, decks and balconies;
  - (e) ensure that any leaves, plants, or other debris do not block drains or fall onto other patios, deck, or balconies; and
  - (f) not cause or permit plants (e.g., ivy) to grow or attach onto the building.
- (6) An owner, tenant or occupant will not place a non-plant screen, barrier, or partition on a patio, deck, or balcony.
- (7) An owner, tenant or occupant will not place any indoor-outdoor carpeting on any deck, patio, or balcony, nor install any hanging plants or baskets or other hanging items directly into the envelope of the building.
- (8) Notwithstanding Bylaw 13, an owner, tenant or occupant must:
  - (a) clean balcony, deck, or patio membranes; and
  - (b) minimize the build-up of dirt and other contaminants that may ultimately stain and/or deteriorate the membrane.
- (9) When washing patios, balconies or decks, an owner, tenant, or occupant must use biodegradable detergent and a minimum amount of clean water. Water should not be permitted to drain onto other areas of the strata lot or common property and drains must be cleaned after the washing process.
- (10) Any defacement of the exterior of the building and/or other common areas attributable to improper draining of liquid material from balcony drains by an owner, tenant or occupant will result in fines assessed to the owner, tenant, or occupant. In addition, the owner, tenant, or occupant may be assessed additional charges for any work or material needed to clean the common area affected.
- (11) An owner, tenant, or occupant will not shake rugs, carpets, mops, or dusters of any kind from any patio, deck, balcony, window, stairway or other part of a strata lot or common property.

**44. Garbage and Recycling**

- (1) An owner, occupant, or tenant will not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled, or stored in the strata lot or on common property. Any expenses incurred by the Strata Corporation to remove such refuse will be charged to the owner.
- (2) An owner, occupant, or tenant will ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, including recycling and compost bins.
- (3) An owner, tenant, or occupant will remove all materials, other than household refuse and garbage, at their expense.
- (4) No items other than household refuse should be disposed of at any times in the garbage containers. Examples of unacceptable items include: paint cans, used carpets, furniture, appliances, dry wall, Christmas trees, mattresses, and renovation materials.
- (5) No combustible materials may be disposed of in the garbage or recycle bins.

**45. Signage**

- (1) Subject to Bylaw 45(2) and except as permitted pursuant to the British Columbia Election Act or other similar applicable legislation, an owner, tenant, or occupant will not erect or display any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the Strata Council.
- (2) An owner, tenant, or occupant may post notices on the designated bulletin board, provided that:
  - (a) the owner, tenant, or occupant will cause the notice to be dated; and
  - (b) the notice may be removed by the Strata Council:
    - (i) at any time, if deemed inappropriate; or
    - (ii) if it has been posted for in excess of two weeks.
- (3) An owner, occupant, or tenant will not post personal advertising on common property. Any personal advertising will be removed.

**46. Miscellaneous**

- (1) An owner, tenant, or occupant who wishes to use Christmas or holiday lights may do so commencing December 1st of the year and will remove them by January 15th of the following year.

- (2) An owner, tenant, or occupant who brings a live Christmas tree into the building will ensure that the tree is securely bagged when it is brought in and during its removal. All live Christmas trees will be removed from the building by January 15th.
- (3) An owner, tenant, or occupant will not permit a waterbed to be placed in a strata lot, unless the waterbed is equipped with proper frames and safety liners, and the owner, tenant, or occupant carries a minimum of \$100,000 liability insurance.

### **Division 10 – Security and Privacy**

#### **47. Building Entry Security and Keys, Key Fobs, and Garage Remotes**

- (1) An owner, tenant, occupant, or guest must ensure the overhead garage gates are completely closed before proceeding. Any problems with the gates closing must be reported as a security emergency immediately to the Strata Corporation.
- (2) An owner, tenant, occupant, or guest must ensure all exterior doors are closed and secure before proceeding away. Any problems with the exterior doors closing or locking must be reported as a security emergency immediately to the Strata Corporation.
- (3) An owner, tenant, or occupant must immediately report to the Strata Corporation, any lost or stolen building entrance device including a key, key fob, or garage remote.
- (4) An owner, tenant, or occupant will not copy or permit to be copied any building entrance device including a key, key fob, or garage remote.
- (5) The Strata Corporation will confiscate and destroy any copy of a building entrance device including a key, key fob, or garage remote.
- (6) The Strata Corporation will charge back to an owner all associated costs to remedy a security breach caused by an owner, tenant, or occupant, including but not limited to, costs to deactivate and replace a key, key fob, or garage remote.
- (7) An owner, tenant, or occupant will not leave a building entrance device including a key, key fob, or garage remote inside of a vehicle or unsecured.
- (8) An owner may order a building entrance device including a key, key fob, garage remote or parking pass from the Strata Corporation through the Strata Corporation's website.
- (9) An owner, or an owner's designated property manager or agent, may order a building entrance device including a key, key fob, garage remote, or parking pass for a tenant from the Strata Corporation through the Strata Corporation's website.
- (10) An owner, or an owner's property manager or agent, may purchase a building entrance device provided the device is paid for in advance for the following fees:
  - (a) \$30 for one common area key;
  - (b) \$80 for one key fob;

- (c) \$100 for one garage remote; and
- (d) \$30 for one parking pass.

#### **48. Security Measures and Privacy Policy**

- (1) Closed circuit television and video surveillance are installed in many common areas of the Tribeca Lofts building in accordance with the Personal Information Protection Act (“PIPA”)
- (2) The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan BCS1920.
- (3) The video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation Bylaws and rules which relate to the safety and security of the building and its owners, tenants, and occupants.
- (4) The video files are stored for a period of up to 2 months from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes or as otherwise permitted by law.
- (5) The security fob usage records are stored for a period of up to 2 months from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes or as otherwise permitted by law.
- (6) The personal information of owners, tenants, and occupants will only be reviewed or disclosed as follows:
  - (a) law enforcement;
  - (b) the caretakers of the Strata Corporation and Strata Council members if required; or
  - (c) in the event of an incident in which they are involved or affected, an owner, tenant, or occupant may request a copy of the applicable video file or security fob usage records and the personal information of the requesting owner, tenant, or occupant may be reviewed by or disclosed to the requesting owner, tenant, or occupant.
- (7) In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, tenant, occupant, or visitor in any capacity (including a failure to maintain, repair, replace, locate, or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.
- (8) An owner, tenant, or occupant must not install or use, or permit to be installed or used, any surveillance measures (such as video surveillance) on the common

property where such measures will or may capture any personal information about another owner, tenant, occupant, or a visitor.

- (9) The Strata Corporation is committed to protecting the personal information of its strata lot owners, tenants, and occupants.
- (10) These Bylaws outline the principles and practices the Strata Corporation will follow in protecting the personal information of owners, occupants, and tenants.
- (11) 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.

#### **49. Definitions**

- (1) **"Personal Information"** means information about an identifiable individual, and includes things such as name, age, weight, height, home address, home phone number, race, ethnic origin, sexual orientation, medical information, marital status, religion, finances, education, and employment, as well as factual accounts or opinions about that individual. Personal information does not include contact information.
- (2) Some of the common types of personal information that Strata Corporations manage include:
  - (a) the name, home address, home phone number and/or cell phone number of owners, occupants and tenants;
  - (b) email addresses;
  - (c) owners' banking information or credit card information for payment of strata fees;
  - (d) emergency contact information;
  - (e) owners or tenants' insurance particulars;
  - (f) names of family members living with an owner or occupying the strata lot;
  - (g) debts owed to the Strata Corporation by an owner;
  - (h) vehicle license numbers of owners or occupants;
  - (i) video images and recordings obtained during the use and operation of the video camera surveillance system that will be installed in the complex by the Strata Corporation in common areas such as exteriors of strata buildings and other common areas.
- (3) **"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 the Personal Information Protection Act ("PIPA").

- (4) **"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.

## 50. **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 (b) below, 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:
- (a) To verify identity and communicate with the owners, tenants and occupants;
  - (b) To process payments;
  - (c) To respond to emergencies;
  - (d) To ensure the orderly management of the Strata Corporation;
  - (e) To understand the financial, banking, insurance needs of the owners, occupants, and tenants;
  - (f) To verify an occupant's vehicle license numbers;
  - (g) To register owner's/occupant's/tenant's pets;
  - (h) To register tenant's information;
  - (i) To open and manage an account;
  - (j) To deliver requested products and services;
  - (k) To enroll an owner, tenant, or occupant in a program;
  - (l) To process an owner, tenant or occupant's application or hearing request;
  - (m) To send out Strata Corporation information;
  - (n) To comply with requirements imposed by the Strata Property Act and Regulations and other applicable laws;
  - (o) To protect the security of the facility, including the security of individuals and assets in the facility;

- (p) To investigate bylaw and rule infractions upon receiving a complaint of such.

## 51. 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:
  - (a) 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;
  - (b) Information authorized by a bylaw;
  - (c) The names and addresses of individual mortgagees who have filed a Mortgage Request for Notification;
  - (d) The names of tenants of a strata lot, if any;
  - (e) With respect to a Strata Council member, the telephone number, or some other method by which the Strata Council member can be contacted at short notice;

- (f) Information necessary for emergency medical treatment if it cannot otherwise be obtained in a timely manner;
- (g) Information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy;
- (h) 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;
- (i) If the Strata Corporation is collecting money owed by an owner, tenant or occupant;
- (j) If the information is required for the Strata Corporation to seek legal advice from a lawyer;
- (k) To update banking or financial records;
- (l) To protect the Strata Corporation from fraud;
- (m) To investigate an anticipated breach of an agreement or a contravention of law;
- (n) To substantiate a complaint of a bylaw or rule infraction; or
- (o) If the personal information is required to be collected, used, or disclosed by law.

## **52. 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, if any;
  - (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 fulfil the purposes identified at the time of collection or for a purpose reasonably related to those purposes such as:
  - (a) To conduct surveys in order to enhance the provision of services;
  - (b) To contact owners, occupants, and tenants directly about products and services that may be of interest;

- (c) When required or authorized by law to do so;
  - (d) When disclosure is consented to in writing by an owner, occupant or tenant;
  - (e) To update banking or financial records;
  - (f) 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;
  - (g) To investigate security breaches of the Strata Corporation;
  - (h) To investigate possible employee misconduct;
  - (i) To investigate possible illegal activity;
  - (j) To investigate accidents at the Strata Corporation;
  - (k) To verify or substantiate complaints of bylaw and rule infractions;
  - (l) 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, tenants, and occupants to other parties.

### **53. 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 (a), the Strata Corporation will retain the personal information only as long as necessary to fulfil the identified purposes or a legal or business purpose.
- (3) Personal information collected from the use and operation of the video surveillance camera system will be 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 electronic means and used according to this privacy policy.
- (4) 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.

#### **54. 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.

#### **55. 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:
  - (a) The use of locked filing cabinets where deemed appropriate by the Privacy Officer;
  - (b) Restricting access to places where personal information of owners, occupants and tenants is kept;
  - (c) Using password protection to computers where personal information of owners, occupants and tenants is kept;
  - (d) 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;
  - (e) Using encryption and firewalls on the computers owned by the Strata Corporation and the Property Manager;

- (f) Using encryption and firewalls on the website operated by the Strata Corporation;
  - (g) 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;
  - (h) Requiring any service providers to provide comparable security measures and to provide evidence of such if requested by the Strata Corporation or its agent; and
  - (i) 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:
- (a) Using a Document Shredder
  - (b) Deleting electronically stored information
  - (c) Destroying or deleting information captured on a recording made of the video camera system
- (4) The Strata Corporation will continually review and update its security policies and controls as technology changes to ensure ongoing personal information security.

## **56. 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:
- (a) Solicitor-client privilege;
  - (b) Health and safety concerns;
  - (c) Where disclosure would reveal personal information about another individual;
  - (d) 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;
  - (e) 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;
  - (f) 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; and

- (g) 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 fulfil 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. Any fees, if applicable, will be set out in the Rules and ratified by the owners.
- (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, tenant, or occupant.

#### **57. 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 Strata Council Meeting following the Annual General Meeting.