

Schedule of Bylaws
The Owners, Strata Plan EPS 3836
540 Franklyn Street Nanaimo V9R 4P7

These bylaws repeal and replace all previously filed bylaws.
The Schedule of Standard Bylaws in the *Strata Property Act* are disappplied.

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

Payment of strata fees

- 1 (1) An owner must pay Strata Fees on or before the first day of the month to which the Strata Fees relate. An owner must pay a special levy as set out in the resolution. 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) The owner of a strata lot for which a cheque or automatic debit does not clear will be charged the financial service charge.
- (3) 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.
- (4) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the Strata Corporation to enforce these Bylaws, shall become part of the assessment of the owner and shall become due and payable on the first day of the next month following, except that any amount owing other than strata fees, special levies, interest, reimbursement of the cost of work ordered by a public or local authority, or the strata lot's share of a judgment will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien on behalf of such separate component.

Use of property - general

- 2 (1) An owner, tenant, occupant, guest, agent, employee or invitee of the owner must not use or permit to be used a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant, guest, agent, employee or invitee of the owner must not cause damage, other than reasonable wear and tear, to the common property, common

assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) An owner is responsible for any damage caused by tenants, occupants, guests, agents, employees or invitees.

(4) An owner, tenant, occupant, guest, agent, employee or invitee must not allow the strata lot to become unsanitary.

(5) An owner, tenant, occupant or guest must not deposit refuse and garbage on or about the common property or limited common property except in places designated by the council from time to time. Any materials other than ordinary household refuse and garbage shall be disposed of either by or at the expense of the owner of the strata lot.

Use of property – residential strata lots

3 An owner, tenant, occupant or visitor of a Residential Strata Lot must not:

(a) Removed

(b) shake or permit any occupant of his 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 strata lot or any guest, employee, agent or invitee of the owner or occupant to throw any refuse out of the windows or doors or from the balcony of a strata lot,

(c) do or permit any occupant of his 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,

(d) install or permit any occupant of his 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 strata lot which are not white or beige in colour when viewed from the exterior of the building and are not designed as window coverings (eg. sheet, blanket, flag),

(e) erect on or fasten or permit any occupant of his 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,

(f) use or place natural cut Christmas trees within a strata lot,

(g) throw water, refuse or debris, including burning material such as matches or cigarettes out of windows, doors or from the patio or balcony of a strata lot,

(h) place any items on a patio or deck other than free standing self contained planter boxes, barbeques and summer furniture and accessories,

(i) use or permit the use of a power washer on any deck without the prior consent and supervision of the council,

(j) feed birds, with the exception of the installation of hummingbird feeders, from patios, decks or other common property, and

(k) place or permit any occupant of his 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 the strata lot other

than “For Sale” signs which must be placed in that area of common property designated for that purpose from time to time by the council. The maximum sign dimensions are 30” x 8”. All signs must be professional in appearance and if multiple units are for sale, signs must be hung one under the other in a neat and orderly fashion. Each realtor shall be entitled to display only one sign regardless of the number of units listed for sale. All signs must be removed on the earlier of, within one week of a firm sale, or the day the unit conveys to the purchaser.

(l) use or permit any occupant of the strata lot to use the strata lot for short term sub rentals such as Air BNB.

Move In

- 4 (1) All moves must be booked with the property management company at least 7 working days prior to the move. The building manager will then make and confirm arrangements (date and time).
- (2) A move in fee of \$100 must be paid prior to making arrangements for a move. These funds are to offset expenses, inspection for damages and security as deemed necessary by the council.
- (3) If damage to common property occurs during the move, the owner will be responsible for all repair costs.

Pets

- 5 (1) An owner, tenant or occupant of a Residential Strata Lot must not keep any pets on a strata lot other than:
- (a) a reasonable number of fish or other small aquarium animals,
 - (b) a reasonable number of small caged mammals,
 - (c) up to two caged birds, or
 - (d) two small dogs or two cats or a small dog and a cat. With respect to dogs, “small” is a breed of dog whose weight is 25 lbs (11.4 kg) or less or is part of a breed listed as small.
- (2) All pets shall be kept leashed and under the control of the owner, tenant or occupant at all times while on common property and must not interfere with or damage the common property or limited common property or interfere with the use and enjoyment of the common property or limited common property by other owners, tenants and occupants.
- (3) An owner of a pet shall immediately and completely remove all of the pet’s waste from the common property or limited common property and dispose of it in a waste container or by some other sanitary means. An 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 or limited common property as well as for any fines that may be levied by the council.

(4) An owner of a pet shall not permit the pet to cause a nuisance to any resident or permit the pet to disturb any other owner, tenant or occupant due to barking, howling or the making of other noise.

(5) Any pet found loose on common property will be delivered to the municipal animal pound at the owners' expense and the owner, tenant or occupant of the strata lot may be subject to a fine. No owner, tenant, occupant or visitor shall leave a pet unattended in a strata lot for a period exceeding twenty-four consecutive hours.

(6) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the Act. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.

Vehicle Parking

6 (1) An owner, tenant or guest must not conduct maintenance or repair work to any motor vehicle on the surface of the assigned parking stall or on any part of the common property or limited common property causing messy or hazardous conditions.

(2) An owner or tenant shall be responsible for the cleaning of any oil or fuel spills occurring on the common property or the limited common property and for any charges incurred by the Strata Corporation for cleaning any such spills if the owner or tenant refuses to do so after having been given reasonable notice by the council.

(3) An owner, tenant, occupant or visitor shall not park or cause to be parked a motor vehicle on the common property or limited common property, unless:

- (a) it is licensed and insured in accordance with the laws of British Columbia, or
- (b) satisfactory evidence is provided to the council that a vehicle without plates is adequately insured for storage purposes.
- (c) it fits within the space allocated and does not encroach on space intended for the passage of other vehicles.

(4) A vehicle that does not comply with this bylaw shall be removed at the expense of the owner.

Inform strata corporation

7 (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

Obtain approval before altering a strata lot

- 8** (1) All owners must obtain the written approval of the Strata Corporation and the commercial strata lot owners must obtain the written approval of the Commercial Section 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, including but not limited to wiring, plumbing, piping or other services, and
 - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Obtain approval before altering common property

- 9** (1) All owners must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit entry to strata lot

- 10** (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, limited 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 (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 required in an emergency, the owner shall be responsible for all costs in respect of the forced entry and subsequent repair.

Indemnification and insurance deductible

- 11** (1) Subject to subsection (2), an owner will indemnify and save harmless the Strata Corporation from all expenses for any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or a strata lot to the extent that the damage or loss is not covered by the Strata Corporation's insurance if the owner is responsible for the loss or damage.
- (2) In the event that loss or damage occurs to common property, limited common property, common assets or any strata lot that gives rise to a valid claim under the Strata Corporation's insurance policy the owner shall reimburse the Strata Corporation for the deductible portion of the insurance claim if the owner is responsible for the loss or damage that gave rise to the claim.
- (3) Where an owner, tenant, occupant or visitor does or permits anything to be done that is illegal or for any reason invalidates the Strata Corporation's insurance, the owner must indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement of any damage to the common property, limited common property, common assets or strata lots.
- (4) For the purpose of this bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (5) An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by Court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

Division 2 — Repair and Maintenance

Repair and maintenance of property by owner

- 12** (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.
- (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.
- (3) Without limiting the generality of subsections (1) and (2), an owner must:
- (a) clean all accessible or inside balcony glass panels, windows and doors of the owner's strata lot, and
 - (b) clean patio and deck surfaces.

Repair and maintenance of property by strata corporation

- 13** The Strata Corporation must repair and maintain all of the following no matter how often the repair or maintenance ordinarily occurs:
- (a) common assets of the strata corporation,
 - (b) common property that has not been designated as limited common property,
 - (c) limited common property designated for the use of a residential strata lot 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 ordinary occurs:
 - (A) the structure of a building,
 - (B) the exterior of a building,
 - (C) chimneys, stairs, decks 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, decks 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) chimneys, stairs, decks and other things attached to the exterior of a building,
 - (iv) doors and 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, decks and yards.

Division 3 — Council

Council size and membership

- 14** (1) The council must have at least 3 and not more than 7 members.

(2) An owner will not be entitled to be elected to council or continue to stand on council if the Strata Corporation is entitled to register a lien against the strata lot under section 116 of the Act.

Council member's terms

15 (1) The term of the office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for reelection.

Removing council member

16 (1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

17 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2) A replacement council member may be appointed from any person eligible to sit on council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the Bylaws respecting the calling and holding of meetings.

Officers

18 (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 and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president:

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 19** (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
- (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

Quorum of council

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

Council meetings

- 21** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers unless council, in its sole discretion, agrees to prohibit owners from attending.
- (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, or
 - (b) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

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

Council to inform owners of minutes

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

Delegation of council's powers and duties

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

Spending restrictions

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

Limitation on liability of council member

26 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

27 Unless otherwise provided for in these Bylaws, the Strata Corporation may fine an owner or tenant a maximum of:

- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.

Continuing contravention

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

Division 5 — Annual and Special General Meetings

Quorum

29 (1) Quorum for an annual or special general meeting shall 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, the meeting shall stand adjourned for a period of 15 minutes whereupon:

- (a) a meeting held pursuant to section 43 is cancelled,
- (b) a meeting held other than pursuant to section 43 shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote at any time during the meeting, shall constitute a quorum.

Person to chair meeting

30 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

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

Voting

- 32** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (6) 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.
- (7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the Strata Corporation is entitled to register a lien against the strata lot under section 116 of the Act.

Order of business

- 33** 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 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 about which notice has been given under section 45 of the Act,
- (m) elect a council, if the meeting is an annual general meeting,
- (n) terminate the meeting.

Division 6 - Common Expenses

Responsibility for common expenses

- 34** (1) Common expenses shall be the responsibility of the Strata Corporation and apportioned to individual strata lots as follows:
- (a) common expenses shall be for the account of the Strata Corporation and shall be allocated to all strata lots and shall be borne by the owners in the proportion the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots subject to a unanimous resolution pursuant to section 100 of the Act.
- (2) Without limiting the generality of subsection (1)(b), the following are expenses that shall be allocated to all strata lots:
- (a) pest control,
 - (b) fire inspection,
 - (c) insurance and insurance appraisal,
 - (d) strata management fees and other professional fees attributable to the common property, and
 - (e) repair and maintenance expenses incurred by the Strata Corporation.

Division 7 — Voluntary Dispute Resolution

Voluntary dispute resolution

- 35** (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, these 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 8 – Small Claims

Small claims actions

36 Pursuant to section 171 of the Act, the council, on behalf of the Strata Corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the Strata Corporation without further authorization from the Strata Corporation. The 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 council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 9 – Severability

Severability

37 (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, subparagraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

(2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall 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.