

1331 Alberni Street
Vancouver BC V6E 4S1

1308 to 1388 West Georgia Street
Vancouver BC V6E 4S1

1367 Alberni Street
Vancouver BC V6E 4R9

BYLAWS

LMS 3942

THE LIONS

All owners and tenants must comply
with the **BYLAWS & RULES** and are
responsible for ensuring that the people
living with them or visiting them also comply.
(Strata Property Act, Section 125)

**RESOLUTION
OF
THE OWNERS, STRATA PLAN LMS 3942**

WHEREAS pursuant to s. 128 of the *Strata Property Act*, S.B.C. 1998, c. 43 a strata corporation may amend its bylaws;

BE IT RESOLVED by a 3/4 vote of THE OWNERS, STRATA PLAN LMS 3942 (the “Strata Corporation”) that the registered bylaws of the Strata Corporation be repealed and replaced with the attached bylaws as bylaws of the Strata Corporation.

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Bylaws of the Owners, Strata Plan LMS 3942 “THE LIONS”

Table of Contents

Preamble.....	4
Division 1 -- Duties of Owners, Tenants, Occupants and Visitors	4
<i>Payment of strata fees and special levies.....</i>	4
<i>Repair and maintenance of property by owner.....</i>	5
<i>Use of property.....</i>	6
<i>Inform strata corporation.....</i>	7
<i>Obtain approval before altering a strata lot.....</i>	8
<i>Obtain approval before altering common property.....</i>	9
<i>Permit entry to strata lot.....</i>	10
Division 2 -- Powers and Duties of Strata Corporation	10
<i>Repair and maintenance of property by strata corporation.....</i>	10
Division 3 -- Council.....	11
<i>Council size.....</i>	11
<i>Council members' terms.....</i>	11
<i>Removing council member.....</i>	11
<i>Replacing council member.....</i>	11
<i>Officers.....</i>	12
<i>Calling council meetings.....</i>	12
<i>Quorum of council.....</i>	12
<i>Council meetings.....</i>	13
<i>Voting at council meetings.....</i>	13
<i>Council to inform owners of minutes.....</i>	13
<i>Delegation of council's powers and duties.....</i>	14

<i>Spending restrictions</i>	14
<i>Limitation on liability of council member</i>	14
Division 4 -- Enforcement of Bylaws and Rules.....	15
<i>Maximum fine</i>	15
<i>Continuing contravention</i>	15
Division 5 -- Annual and Special General Meetings.....	15
<i>Quorum for an annual or special general meeting</i>	15
<i>Person to chair meeting</i>	15
<i>Participation by other than eligible voters</i>	15
<i>Voting</i>	16
<i>Order of business</i>	16
Division 6 -- Voluntary Dispute Resolution.....	17
<i>Voluntary dispute resolution</i>	17
Division 7 – General Bylaws.....	17
<i>Severability</i>	17
<i>Sign and merchandising restriction</i>	18
<i>Small Claims Court and collection of strata property fees and special levies</i>	18
<i>Form K Notice of Tenants’ Responsibilities</i>	18
<i>Moving fees for unfurnished strata lots</i>	19
<i>Short Stay Rentals</i>	19
<i>Maximum occupancy</i>	19
<i>Insurance deductibles</i>	20
<i>Strata lot insurance</i>	20
<i>Quiet Time</i>	20

Preamble

These bylaws bind the Owners, Strata Plan LMS 3942 (the “Strata Corporation”) and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the Strata Corporation and each owner, tenant and occupant and contained covenants on the part of the Strata Corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the Strata Corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the British Columbia *Strata Property Act*, as it may be amended from time to time. For the purposes of these bylaws, “resident” or “residents”, whether singular or plural, means owners, tenants or occupants.

The Schedule of Standard Bylaws to the Act does not apply to the Strata Corporation.

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

Payment of strata fees and special levies

- 1(1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) All payments on account may be applied first to outstanding fines and charges and second to the strata fee(s) and/or special assessments then due.
- (3) Any owner having monies for strata fees outstanding and continuing for two successive months shall receive a warning letter from the strata corporation and may be assessed fines as follows:
 - (a) \$25.00 if outstanding strata fees are not paid immediately;
 - (b) in addition to the amount set out in section 1.(3)(a), \$50.00 if outstanding strata fees are not paid within one month after receipt of the first letter; and
 - (c) in addition to the amounts set out in sections 1.(3)(a) and (b), \$100.00 for each ensuing month that the strata fees remain unpaid.
- (4) The Strata Corporation will file a lien against title to a strata lot when strata fees have been in arrears for 4 months or more. The cost of registering the lien will be charged back to the strata lot in arrears and will form part of the lien amount.
- (5) No person may:
 - (a) exercise a vote at an annual or special general meeting, except on matters requiring a unanimous vote; or
 - (b) stand for council or continue to be on council with respect to a strata lot

if the strata corporation is entitled to register a lien against that strata lot under section 116 (1) of the Act.

- (6) Where an owner fails to pay strata fees in accordance with Bylaw 1. (1), outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- (7) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (8) Any owner having money for a special levy outstanding and continuing for two successive months shall receive a warning letter from the strata corporation and may be assessed fines as follows:
 - (a) \$25.00 if an outstanding special levy is not paid immediately;
 - (b) in addition to the amount set out in section 1. (8) (a), \$50.00 if an outstanding special levy is not paid within one month after receipt of the first letter; and
 - (c) in addition to the amounts set out in sections 1. (8) (a) and 1. (8) (b), \$100.00 for each ensuing month that the outstanding special levy is not paid.
- (9) Where an owner fails to pay a special levy in accordance with Bylaw 1(7), outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.
- (10) Owners shall, in a timely manner, pay all taxes, assessments and charges that from time to time become payable with respect to the owner's strata lot(s);
- (11) Owners, tenants, occupants and visitors shall, in good faith:
 - (a) comply with all bylaws of the strata corporation;
 - (b) comply with the rules from time to time adopted by the strata corporation; and
 - (c) as residents of the Strata Corporation, make individual arrangements for and to pay for telephone, cablevision, electricity and like services.

Repair and maintenance of property by owner

- 2(1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness, or that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of an owner's family, but only to the extent that such expense not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible not covered by the proceeds received by the strata corporation as insurance coverage will be charged to the owner.

Use of property

- 3(1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal; or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not
- (a) 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;
 - (b) keep or allow a strata lot or the limited common property designated for the exclusive use of a strata lot to become unsanitary or present a health or safety hazard to owners, tenants, occupants and visitors;
 - (c) keep or store a bicycle except in
 - (i) designated bicycle storage enclosures;
 - (ii) assigned storage lockers (P-1 and P-5 parking levels);
 - (iii) a bicycle owner's strata lot of residence upon receipt of written approval from the Strata Council as a consequence of written application to the Strata Council for such approval;
 - (d) transport bicycles into the condominium buildings except through the underground parking level (P1) off Jervis and Broughton Streets;
 - (e) keep or store a live or fresh cut Christmas tree on a strata lot or the common property, except as permitted by the strata council in the main lobby areas of the condominiums buildings;
 - (f) permit anyone unknown to them to gain entry to the condominium's buildings;
 - (g) keep or store explosive, flammable or otherwise hazardous materials in their strata lot(s) or on common property;

- (h) discard or dispose of any material substance, solid or liquid, most particularly burning material(s) such as cigarettes, butts or matches from a window or balcony in the condominium;
 - (i) use or permit a strata lot to be used as a furnished or partially furnished short stay, vacation or travel accommodation, including but not limited to, as a hotel room, bed and breakfast, home stay, or student housing without the advanced written permission of the Strata Corporation (collectively a “Short Stay Rental”).
- (3) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) one cat; or
 - (e) one qualified and licensed seeing eye dog.
- (4) An owner may keep one dog on a strata lot in which the owner resides (exceptions, may be considered by making written application to the Strata Council for approval). For further certainty, tenants and occupants who assume residency in a rental strata lot subsequent to January 1st, 2004, must not keep a dog on a strata lot.
- (5) No person may keep or bring on to common property or a strata lot any livestock, fowl, or exotic pets, including not exhaustively, snakes, reptiles, spiders nor large members of the cat family.
- (6) An owner, tenant, occupant or visitor must ensure that
 - (a) all permitted animals are leashed or otherwise secured when on the common property or on land that is a common asset;
 - (b) all garbage or litter dropped onto common property or limited common property is cleaned up immediately and disposed of in the designated garbage disposal facilities of the condominium;
 - (c) any election signage displayed inside a strata lot complies strictly with the federal, provincial or municipal regulations relating to elections.
- (7) (a) An owner, tenant, occupant or visitor must not smoke:
 - (i) in any of the buildings comprising the strata corporation;
 - (ii) within six metres on the ground from a point directly below any point of any opening into any building comprising the Strata Corporation, including any door or window what opens or any air intake;
 - (iii) in a customer service area; and
 - (iv) within six metres of the perimeter of a customer service area.

(b) Notwithstanding Bylaw 3 (7)(a), a resident or visitor may smoke in a strata lot.

(c) The terms “smoke” and “customer service areas” have the meanings set out in the City of Vancouver Bylaw No. 9633, as amended.

Inform strata corporation

- 4(1) Within 2 weeks of becoming an owner, an owner must notify the Strata Corporation of the name(s) of the owner(s) and any other occupants of the strata lot, the strata lot number, the email address and the mailing address outside the strata plan, if any.
- (2) On request by the Strata Corporation, an owner must inform the Strata Corporation of the name(s) of the tenant(s), other occupants residing with the tenant(s) and the strata lot in which they reside
- (3) On request by the strata corporation, a resident must inform the Strata Corporation of his or her name.
- (4) If an owner is using an agent for the purposes of renting out his or her strata lot(s), the owner must provide in writing:
 - (a) the name of the agent and of the agency, as well as the agent’s address telephone number, and email address; and
 - (b) authorization for the Strata Corporation to communicate with the agent regarding the strata lot(s).
- (5) If an owner does not reside in a strata lot, he or she must provide the Strata Corporation with the name, address, telephone number and email address of an emergency contact person for the strata lot.
- (6) The Strata Corporation may deliver any notice to an owner, tenant or occupant required under these bylaws or the Act by email to the email address provided by the owner, tenant or occupant to the Strata Corporation.

Obtain approval before altering a strata lot

- 5(1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;

- (d) doors, windows or skylights 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, including pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are 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.
- (2) An owner must not install, cause or permit to be installed any hard flooring surfaces, such as flooring made of hardwood, laminate, ceramic tile, marble, slate or any flooring other than carpet, in place of the carpeting that was originally installed in any strata lot (except the kitchen and bathrooms) when the building was constructed, without the prior approval of the strata council. If approved, such flooring must
- (a) be a “floating floor” installed on a resilient subfloor;
 - (b) not in any way increase the transmission of noise from the strata lot in which the flooring has been replaced to any adjacent strata lots.
- (3) 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, including the maintenance and repair of the alteration, and to indemnify the Strata Corporation for any expenses in relation to or liabilities arising from the alteration.
- (4) An owner may only replace interior window coverings with “Advantage 034 horizontal mini-blinds” or such other interior window covering as may be approved by the strata council from time to time¹.

Obtain approval before altering common property

- 6(1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration, including the maintenance and repair of the alteration, and to indemnify the strata corporation for any expenses in relation to or liabilities arising from the alteration.

¹ Advantage 034 horizontal mini-blinds are available from ABC Blinds 604-240-7872

Permit entry to strata lot

- 7(1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (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 the Strata Corporation is unable to contact an owner or occupant of a strata lot in order to gain access to address an emergency arising from the lot or, having given 48 hours' notice in accordance with this bylaw, to gain access to undertake annual review of the fire safety systems, diverter exchanges or the like, the strata corporation may use force to access the lot and the costs of same will be charged back to the owner or tenant of the lot.

Division 2 -- Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

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

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

Division 3 -- Council

Council size

9(1) The council must have at least 3, and not more than 7, members.

Council members' terms

10(1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for re-election.

Removing council member

11(1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

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

Replacing council member

12(1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

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

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

- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 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

- 13(1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice-president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice-president.
- (3) The vice-president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term, if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 14(1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Quorum of council

- 15(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

16(1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

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

Voting at council meetings

17(1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

18 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

- 19(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

- 20(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

- 21(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

- 22 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

- 23 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 for an annual or special general meeting

- 24(1) A quorum for a general meeting is 1/3 of the Strata Corporation's eligible voters, present in person or by authorized representative or by proxy.
- (2) At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within 15 minutes thereafter, the meeting shall stand adjourned for an additional 15 minutes. Thereafter, if a quorum as defined by Section 24 is still not present, the eligible voters who are present in person, by authorized representative or by proxy, shall constitute a quorum.
 - (3) Special general meetings convened by written demand of 20% of the owners must meet the quorum requirements of 24(1) at the appointed hour or terminate.

Person to chair meeting

- 25 (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice-president of the council.
 - (3) If neither the president nor the vice-president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

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

- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting, a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
 - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
 - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
 - (5) If there is a tie vote at an annual or special general meeting, the president or, if the president is absent or unable or unwilling to vote, the vice-president may break the tie by casting a second, deciding vote.
 - (6) 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.

Order of business

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

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;

- (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 meeting²;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 -- Voluntary Dispute Resolution

Voluntary dispute resolution

- 29 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent; and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – General Bylaws

Severability

- 30 Should any section of the bylaws be deemed to be unenforceable by a court of competent jurisdiction, then, for the purpose of enforcement of the Bylaws, each section and/or subsection shall be deemed a separate provision and severable, and the balance of the provisions in each section and/or subsection shall remain in full force and effect.

² The fiscal year of the Strata Corporation ends on November 30th each year.

Sign and merchandising restriction

- 31(1) Owners, tenants and occupants of strata lots 11 through 463 (the “Residential Strata Lots”) must not place or display signs on a strata lot that are visible from outside the strata lot.
- (2) Owners, tenants and occupants of strata lots 1 through 10 (the “Commercial Strata Lots”) must not place or display signs on a strata lot unless:
- (a) the sign complies with City of Vancouver sign bylaws and otherwise complies with the strata corporation’s signage guidelines;
 - (b) the owner or tenant obtains the advanced written permission of the strata corporation to display the sign;
 - (c) the signs are kept in good and working condition;
 - (d) the owner or tenant keeps all glass doors and windows clean and in good repair.
- (3) The owners, tenants and occupants of the Commercial Strata Lots must not place any merchandise, displays or other material on any common property or limited common property without the advance written approval of the strata corporation.

Small Claims Court and collection of strata property fees and special levies

- 32(1) The strata corporation may proceed under the *Small Claims Act*, without further authorization of the owners, to recover from an owner or other person by an action in Small Claims Court money owing to the strata corporation, including money owing as a fine.
- (2) An action to recover from an owner or other person money owing to the strata corporation, including money owing as a fine in Small Claims Court must be authorized by a majority vote of the strata council.
- (3) The strata council has full authority to settle all actions commenced in small claims court and all actions commenced to collection outstanding strata property fees and special levies.

Form K Notice of Tenants’ Responsibilities

- 33(1) Before a tenant, sub-tenant or licensee of a tenant or sub-tenant (collectively a “Tenant”) may move into any residential strata lot, the owner will deliver or cause to be delivered to the Residential Section a "Form K - Notice of Tenant's Responsibilities" in the form set out in the Act, signed by the Tenant.
- (2) An owner will advise the strata council in writing of the time and date that any Tenant intends to move in or out of the strata lot, at least seven (7) days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 34

Moving fees for unfurnished strata lots

- 34(1) Tenant(s) assuming occupancy of an unfurnished strata lot must pay a fee of \$200.00 to move into the strata lot. The fee must be paid by the Tenant on or before the day the Tenant moves into the strata lot.
- (2) If the Tenant does not pay the fee as required subsection (1), the fee will be charged to the account of the owner of the strata lot and the owner must pay the fee to the Strata Corporation forthwith..
 - (3) Owners may move in once and move out once without charge.
 - (4) Anyone moving in or out of an unfurnished strata lot must make an appointment with the Resident Manager or the Concierge at least forty-eight hours prior to the move, and under the following conditions:
 - (a) appointments are limited to the hours between 8:00am and 4:00pm, 7:00pm and 10:00pm;
 - (b) failure to book a date or time for a move-in or a move-out or a late arrival for a scheduled appointment may result in delays or denial of an opportunity to move on the day or at the time desired;
 - (c) entry and exit of movers must be through the main lobby doors of the east or west tower, via the allocated and padded elevators only; and
 - (d) lobby doors must remain closed and locked while unattended during the moving process.
 - (5) Tenants who are not on time for their move-in appointment may be charged a late fee of \$20.00 per hour or part thereof that staff of the Strata Corporation are kept waiting beyond the scheduled appointment time.

Short Stay Rentals

- 35(1) Owners who are approved to use their strata lots for Short Stay Rentals must:
- (a) deposit with Strata Corporation a copy of the rental strata lot's inventory of contents validated by the signature of either the owner or the owner's agent and confirmation that the strata lot is being used for Short Stay Rental;
 - (b) permit a representative of the Strata Corporation to inspect the strata lot as permitted under these bylaws; and
 - (c) pay a \$30.00 fee to the Strata Corporation each time a person or persons occupies the strata lot for the first time.

Maximum occupancy

- 36 The maximum number of people that may reside in a strata lot shall not at any time exceed two (2) for a studio unit, three (3) for a one-bedroom unit, four (4) for a two-bedroom unit and five (5) for

a three-bedroom unit.

Insurance deductibles

- 37(1) An owner, tenant or occupant must not do or omit to do anything, whether intentionally or unintentionally, in a strata lot or on the common property that results in a claim being made by the strata corporation on the strata corporation's insurance.
- (2) In the event that any loss or damage (whether direct, indirect, tangible or intangible) occurs that gives rise to a claim under the strata corporation's insurance policy, and the loss is caused directly or indirectly by an incident originating or occurring within a strata lot by any means or manner whatsoever, then the owner and/or tenant of the strata lot shall, as permitted by the Act, pay the reasonable cost of remedying a contravention of bylaw 37(1), being an amount equal to the insurance deductible payable by the strata corporation.
- (3) In the event that any loss or damage (whether direct, indirect, tangible or intangible) occurs that does not give rise to a claim under the strata corporation's insurance policy:
- (a) because the amount of the claim is less than the insurance deductible payable by the strata corporation; or
 - (b) because coverage is denied by the Strata Corporation's insurer for any reason whatsoever; and
 - (c) the loss or damage is caused directly or indirectly by an incident originating or occurring within a strata lot by any means or manner whatsoever;

then the owner and/or tenant of the strata lot shall pay the full loss or cost of repairing the damage to the strata lot and the other strata lots and common property of the condominium.

- (4) The Strata Council shall, in its sole discretion, determine whether to make a claim against any of the Strata Corporation's insurance policies.

Strata lot insurance

- 38 (1) An owner of a strata lot must have property and liability insurance on their strata lot which provides coverage for the Strata Corporation's insurance deductible and which names the Strata Corporation as a named insured.
- (2) An owner must provide proof of insurance as required by these bylaws upon request.

Quiet Time

- 39 Quiet time at the condominium is from 11:00PM to 8:00AM. Owners, tenants and occupants shall refrain from making excessive noise during the designated quiet time.