

Strata Property Act

FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

(Section 245(d); Regulations section 14.6(2))

Re: Strata Plan EPS_____ being a strata plan of PID: _____ Lot 1 Section 30 Township 25 New Westminster District Plan EPP144698

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, permitted by section 120 of the Act:

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.
- (2) Where an owner fails to pay strata fees in accordance with bylaw 1(1), outstanding strata fees may be subject to:
 - a. an interest charge of 10% per annum, compounded annually; and
 - b. a fine of up to \$100.00;
- (3) An owner must provide the strata corporation or its agent with:
 - a. a cheque for strata fees on or before the first day of the month to which the strata fees relate;
 - b. twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month; or
 - c. if applicable, written authorization for monthly automatic debit from the owner's bank account.
- (4) Failure by an owner to submit a strata fee cheque, twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 3(c) is a contravention of bylaw 3(c) and is subject to a fine of up to \$100.00 for each contravention;
- (5) Each dishonoured cheque or dishonoured automatic debit may be subject to a fine of up to \$100.00 and an administration charge of \$25.00;
- (6) A special levy is due and payable on the date, or dates noted in the resolution authorizing the special levy;
- (7) Where an owner fails to pay a special levy in accordance with bylaw 2.6, the outstanding special levy contributions may be subject to:
 - a. an interest charge of 10% per annum, compounded annually; and
 - b. a fine of up to \$100.00.

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 may 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, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant, 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) a limit of one dog and one cat, and such animals may not exceed 30 kg in weight, each.

Pet owners are responsible for immediate removal of all pet waste which is left anywhere on the common property, limited common property or public sidewalks or boulevards adjoining the property.

Owners are responsible for any damages caused by their pets or the pets of their tenants or guests.

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.
 - (c) at a reasonable time, on 48 hours' written notice for the express purpose of inspecting all plumbing fixtures for leaks or unusual consumption, and to adjust, maintain, or repair same fixtures that are the responsibility of the strata corporation 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.

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;
 - (iii) limited common property storage lockers/mini lockers are the responsibility of the strata corporation except as follows:

- (A) maintenance and repair of the door of the limited common property underground storage lockers/mini lockers is the responsibility of the owner of the strata lot;
- (iv) by way of explanation, generally the interior and contents including appliances of a strata lot are not the responsibility of the strata corporation. Suite specific air-conditioning equipment, including outdoor and indoor components are not the responsibility of the strata corporation.
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights 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.

Quorum of council

16 (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.

Maximum fine

23 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.

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 a meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president or if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against the strata lot under section 116(1) of the Act.

Display lot

- 30 (1) An owner developer who has any unsold strata lots may carry on sales functions that relate to their sale, including the posting of signs.
- (2) An owner developer may use four strata lots that the owner developer owns or rents as a display lot for the sale of other strata lots in the strata plan. The developer may rent the amenity areas from the strata corporation during the initial marketing campaign.
- (3) The Developer may use amenity areas as staging areas for deficiency work in the first year following the first occupancy of a strata lot.

Quorum of Meeting

- 31 Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 10 minutes from the time appointed and if within 40 minutes of the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Parking and vehicles

32 (1) Visitor parking is available under the following conditions:

- (a) Visitors can park up to 24 hours. Permission to park longer than 24 hours must be provided by the strata council in writing;
 - (b) Visitor parking is limited to non-residents of the strata;
 - (c) Parking in a visitor/handicap space without a valid handicap sign is a violation;
 - (d) Violation of the visitor parking bylaws will result in the vehicle being towed by the towing company under contract with the Strata Corporation, with all recovery costs to be borne by the vehicle owner.
- (2) Where an owner has a handicap or accessible parking spot assigned to their suite as limited common property, they may use such parking spot as handicap or able-bodied.
 - (3) Owners/residents must provide council and management with a valid copy of storage insurance every year for vehicles which are stored on the property where such vehicle has expired plates or expired registration or expired insurance.
 - (4) Residents must use only the parking space(s) assigned to the strata lot unless private arrangements have been made to use another resident's assigned space. Owners may not allow non-residents to use their parking spots.
 - (5) Parking of non self-propelled vehicles such as trailers, must not encroach on the door opening ability of adjacent vehicles. To this end, the outermost part of non-self propelled vehicles must remain at least 20cm from the inside of parking lines of the parking stall and not extend into the driving lanes in which the non self-propelled vehicle is parked.
 - (6) Car repair and maintenance such as oil changes and anti-freeze changes are not permitted in any parking spaces on common property or limited common property.
 - (7) The residents must keep their parking stall(s) swept and clear at all times, and must not use the parking spot for non-vehicular storage.
 - (8) Incoming vehicles have the right of way at garage doors.
 - (9) Installation of electric car chargers by owners is permitted. The type of car charger will be of a type approved by the Strata Corporation and will have the ability to share power with other vehicles using the same junction box and will be of a type that bills the user directly for power used. The firm billing the user for electricity will reimburse the Strata Corporation for power used in a manner acceptable to the Strata Corporation.

Insurance and Responsibility

- 33 (1) The Strata Corporation is covered by a broad range insurance policy, including damaged caused by fire, flood, earthquake, water damage, and general liability. This insurance does not cover the contents of suites or the owner's improvements to the suite. It is strongly recommended that owners have their own contents and liability insurance. It is the individual owner's responsibility to keep up to date on strata corporation insurance coverage as it may change from time to time.
- (2) An owner will pay from himself/herself and will indemnify and save harmless the strata corporation from the expenses of any maintenance, cost, insurance deductible, repair and replacement rendered necessary to the common property, or to any strata lot by his act, neglect or carelessness or by that of any member of his family or his or their guest, servants, agents, employees, contractors or tenants or sub-tenants, but only to the extent, without limit, that such expense is not met by the proceeds of the insurance carried by the strata corporation.
- (3) In the event that water loss or damage or fire loss or damage is caused by the individual owner, or its occupants, the deductible portion of an insurance claim will be paid by the owner.

Insuring against major perils

- 34 (1) The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.
- (2) A resident must shut off all water sources in their strata lot during prolonged absences (prolonged absence is defined as 5 days or more) from their strata lot.
- (3) If a resident is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that resident 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.
- (4) A resident or visitor must not tamper with any strata corporation building system, including, not exhaustively, a fire alarm system, enter phone system, elevator system and sprinkler system.
- (5) The annual Strata Insurance Premium may be expensed from the Contingency Reserve Fund and then paid back over a period of twelve (12) months.

Resident insurance

- 35 (1) A resident 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.

Responsibility of Owners

- 36 (1) 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.
- (2) For clarity and without limiting the meaning of the word “responsible”, a resident is deemed to be responsible, under bylaw 39.1, where any of the following applies:
- 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; or
 - 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 anything done by the owner, and/or any tenants, occupants, and visitors of or to the owner’s strata lot (including for certainty family members, employees, agents, contractors, guests or invitees) or arises from anything brought on to or left in or on common property by owner, and/or by any tenants, occupants, and visitors of or to the owner’s strata lot (including for certainty family members, employees, agents, contractors, guests or invitees); or
 - c. 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 anything act, omission, negligence or carelessness of the owner, and/or any tenants, occupants, and visitors of or to the owner’s strata lot (including for certainty family members, employees, agents, contractors, guests or invitees); or
 - d. 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) anything introduced into the strata lot by a resident or visitor
- x) 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;
- xi) any pets residing in or visiting at the owner's strata lot;
- xii) any person residing in or visiting at the owner's strata lot; or
- xiii) 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 35.3(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;
- f. 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 35 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 35.1, 35.2, and/or 35.3.

Resident Responsibility for Children and Visitors

- 37 (1) A resident is responsible for the conduct of their visitors, including ensuring that noise is kept at a respectable level, which can only be determination by a majority of the strata council, as to whether it is or not a breach of bylaw 3.1.
- (2) A resident is responsible to assume liability for and properly supervise activities of children residing in or visiting their strata lot, including, but not exhaustively, bicycling, skateboarding and hockey.

Landlord responsibilities

- 38 (1) Before a landlord rents all or part of a residential strata lot, the landlord must give the prospective tenant:
- (a) the current bylaws and rules, and
 - (b) a Notice of Tenant's Responsibilities in the prescribed form K.
- (2) Within 2 weeks of renting all or part of a residential strata lot, the landlord must give the strata corporation a copy of the notice signed by the tenant(s).
- (3) If a landlord fails to comply with subsection (1) or (2), the tenant:
- (a) is still bound by the bylaws and rules; and
 - (b) may, within 90 days of learning of the landlord's failure to comply, end the tenancy agreement without penalty by giving notice to the landlord.
- (4) If a tenant ends a tenancy agreement under subsection (3), the landlord must pay the tenant's reasonable moving expenses to a maximum of one month's rent.
- (5) It is the specific duty of the landlord to advise the Tenant(s) of the right of the strata corporation right to enter the suite on 48 hours' notice for purposes of inspection of common property and/or plumbing.

Miscellaneous

- 39 (1) All residents must stop to confirm that the underground gate is fully closed before proceeding in or out of the underground parking.
- (2) Residents must not buzz someone into the building that they do not know.

- (3) There shall be no storage of any items on patios or balconies other than barbeques, patio furniture and plants. Propane tanks are not permitted on the property.
- (4) No drying of laundry on patios or balconies.
- (5) No discarding or throwing of cigarette butts or other refuse off balconies or onto common property outside or inside buildings.
- (6) No live Christmas trees permitted within any building or strata lot.
- (7) As per Standard Bylaws, any alteration to a strata lot or common property must first be approved by the strata corporation.
- (8) The Strata Corporation advises landlords that as per the Bylaws, all Bylaws and Rules must be obeyed by the tenants and all tenants must sign Form K Notice of Tenant's Responsibilities outlining their responsibilities. There shall be no short term tenancies or suite rentals of any kind for a period of less than 28 days.
- (9) No one shall place or allow to be placed any sign, billboard, poster, notice, promotional material or other advertising matter of any kind on or about the common property except for those signs specifically permitted by the strata corporation in writing, or approved real estate sign which may be hung from a common sign hanger in a size and location approved by the strata corporation. Signs, stickers, advertising or promotional materials must not be displayed in windows or on outside walls or balconies.
- (10) Private property, including vehicles and bicycles, left by an owner on common property or limited common property is done so solely at the risk of the owner.
- (11) No awnings, shades, window or balcony guards or supplementary heating or air conditioning devices should be installed that affect the exterior of the property of the limited common property without such installations being approved in writing by the Strata Corporation.
- (12) No antenna device or satellite dish shall be attached on or fastened to any unit without the approval of the strata corporation.
- (13) Communication between owners and strata corporation shall be in writing, giving all pertinent information concerning the nature of any complaint and shall be signed by owners.
- (14) Hard soled shoes shall not be worn in suites.
- (15) No move-in or move-out fees shall be imposed by the Strata Corporation on any suite.
- (16) Any approval, permission given in relation to these rules or bylaws, may be given by the strata corporation or through the managing agent and must be in writing.

- (17) Owners or tenants will not act in a manner in social media or elsewhere to diminish the value of other owner's property, individually or as a group.

No Smoking

- 40 An Owner, tenant or occupant must not smoke or permit smoking of any kind in a strata lot, or on any common property, limited common property or land that is a common asset, or within 6 meters of any common area building door, open window or air intake. For the purpose of this bylaw, "smoke" or "smoking" means using, inhaling, exhaling, burning or carrying of a lighted cigarette, joint, e-cigarette, vapor pen or similar vaporizing device, cigar, pipe, hookah, bong or other smoking equipment that burns or vaporizes tobacco, nicotine, or marijuana/cannabis including oils, resins or other derivatives.

Occupancy

- 41 The occupancy of a strata lot must not exceed a maximum of ___ per studio, ___ per one bedroom and ___ per two bedroom.

Short Term Accommodation

- 42 Any owner who wishes to permit their strata lot to be used for vacation or temporary accommodation by way of a license or lease must complete a Notice of Responsibility – Vacation or Temporary Accommodation Form (the "Form") and submit the Form to the Strata Corporation no less than 48 hours prior to the occupation of the strata lot pursuant to the vacation or temporary accommodation lease or license. A failure to submit the Form within 48 hours will result in, among other remedies available to the Strata Corporation, fines being levied.

Date: _____, 20__

Signature of Owner Developer