

## **BYLAWS - STRATA CORPORATION KAS3218**

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# **BYLAWS - STRATA CORPORATION KAS3218**

## **DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

### **1 Compliance with Bylaws And Rules**

- 1.1 An owner, tenant, occupant, (hereinafter referred to as "resident") or visitor must comply with all Bylaws and Rules of the strata corporation.

### **2 Payment of Strata Fees**

- 2.1 An owner must pay strata fees on a monthly basis on or before the first day of the month to which the strata fees relate.
- 2.2 Notwithstanding the purpose for which an Owner may indicate a payment is made, all payments received by the Strata Corporation from or on behalf of an owner will be applied on account of any debts owing by the owner to the Strata Corporation on a first in, first out basis irrespective of the manner in which the owner's debt arose.
- 2.3 Strata fees that are not paid on the first day of the month to which the strata fees relate may be charged interest at a rate of 10% per annum, compounded annually until such time as the strata fees have been paid in full.

### **3 Repair and Maintenance of Property by Owner**

- 3.1 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. An owner must repair and maintain any alterations to the strata lot including but not limited to screen doors, storm doors and air-conditioner units.
- 3.2 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.

### **4 Use of Property**

#### **General**

- 4.1 A resident or visitor must not use or permit the use of 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 in contravention of statute, ordinance, bylaw or regulation of any government authority, whether federal, provincial, local government or otherwise.
  - (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, or

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- (f) contravenes any bylaw or rule of the strata corporation.
- 4.2 Residents are responsible for the acts of their visitors.
- 4.3 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act* (the "Act").
- 4.4 Any resident or visitor that causes damage as contemplated by Bylaw 4.3 is jointly and severally responsible for the costs necessary to repair such damage. Such costs shall stand as a special levy against the strata lot of the resident or visitor.
- 4.5 Owners or residents shall not erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the common property or in or about any strata lot in any manner which may make the same visible from the outside of the strata lot, without specific written permission of the strata council.
- 4.6 Common property and limited common property (including but not limited to parking spaces, patios and balconies) which is assigned to a strata lot shall not be allowed to become untidy by the owner of that strata lot. Rubbish, dust, garbage, boxes, packing cases, tires, carpets, recreational equipment or similar products, shall not be thrown, piled or stored in or around the common property or limited common property assigned to that strata lot. The council shall be at liberty to remove rubbish and clean up the area affected and charge the expense incurred for such clean up to the strata lot to which that area is assigned.
- 4.7 A resident shall not be entitled to claim any compensation or recourse from the strata corporation for any loss or damage to the property or person of the owner arising from any defect or want or repair of the common property, "limited common property" or any part thereof, unless such loss or wilful damage or fraud resulted from the negligent act of omission on the part of the strata corporation, its servants, employees or agents.
- 4.8 A resident shall not make any insurance claim against the strata corporation insurance policy without first notifying the strata council in writing.
- 4.9 A resident shall not use or permit the use of a strata lot to be used for commercial or professional purposes without the express written authorisation of the strata corporation which authorisation shall not be unreasonably withheld.
- 4.10 The placing of items on patios or balconies shall be limited to plants, patio furniture (table and chairs), bicycles, barbecues (gas or electric) and accessories, Balconies and patios are not to be used for storage purposes.
- 4.11 Christmas lights are not permitted to be placed on the exterior of any strata lot until after November 1st of each year and must be removed by March 1st of the year following.
- 4.12 A resident shall not install any window coverings visible from the exterior of the strata lot other than conventional window coverings.
- 4.13 A resident shall not hang or display any laundry, washing, clothing, bedding or other articles from windows, patios, balconies or other parts of the building so that they are visible from the outside of the building.

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4.14 Garage sales or yard sales are not permitted without council approval.

### **Pets**

4.15 Residents and visitors must abide by the following Bylaws regarding pets:

- (a) A resident must not keep any pets on a strata lot other than one or more of each of the following groups.
  - (i) a reasonable number of fish or other small aquarium animals which are to be contained at all times.
  - (ii) a reasonable number of small caged mammals which are to be contained at all times.
  - (iii) up to two caged birds;
  - (iv) two dog or two cat (licensed as required under local government Animal Control Bylaws).
  - (v) one dog and one cat.
- (b) A resident or visitor must ensure that dogs are leashed or otherwise secured and all animals are in the presence of a responsible person when on the common property or on land that is a common asset.
- (c) Residents must immediately remove from common property or land that is a common asset all pet excrement arising from the resident's pet or any pet belonging to a resident's visitor.
- (d) A resident or visitor must not bring any dangerous or poisonous animals onto a strata lot, the common property or on land that is a common asset.

### **Parking**

- 4.16 No vehicles that are inoperable or unlicensed may be parked or stored on common property or limited common property.
- 4.17 Vehicles parked or stored in contravention of the Bylaws or Rules of the Strata Corporation may be towed without notice at the resident or visitor's risk and expense.
- 4.18 Residents and visitors must abide by posted speed limit and/or parking signs.
  - i) Maximum speed limit 15 kms per hour.
- 4.19 No recreational vehicle (eg. boat, trailer, camper, motor home, snowmobile, ATV, etc.) (hereinafter referred to as "Recreational Vehicle" or "R.V.") of any kind shall be stored or

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parked upon any common property without displaying a valid permit issued from the strata council /property manager or without approval from the strata corporation.

- 4.20 Visitor parking is reserved for guests and no permanent resident shall be permitted to park in an area designated as "Visitor" parking.
- 4.21 No vehicle may be parked on the roadways longer than ½ hour by residents or visitors.
- 4.22 All strata lot owners are responsible for the clean up of oil spills in their assigned parking space or on any common property or limited common property. If clean up is not done by the Strata Lot Owner within 10 days to that effect from the Strata Corporation, then the Strata Corporation will be entitled to hire a contractor to do the clean up and the costs of such clean up will be charged to the Owner's Strata Lot.
- 4.23 No resident or visitor shall carry out repairs on any vehicle upon common property or limited common property.
- 4.24 An owner shall not park any vehicle except private passenger automobiles on the strata lot or common property and these shall be parked in designated or assigned parking spaces only. No motor vehicle shall be driven on any part of the common property other than driveways
- 4.25 No vehicle or bicycle shall be driven on any part of the common property, other than on driveways or roadways designed for such purposes.
- 4.26 No vehicle will be permitted to park in the fire lanes.

### **Common Property**

- 4.27 No alteration to common property will be allowed without approval of the Strata Corporation.
- 4.28 Owners will be required to sign a Liability Waiver Form for any alterations to common property.

### **Occupancy**

- 4.29 Each resident shall only allow their strata lot to be occupied as a single family residence.

### **Rental of Strata Lots**

- 4.30
  - (a) Only ten strata lots within the Strata Corporation are permitted to be rented or leased at any given time (the "designated rental strata lots").
  - (b) Rental of a strata lot to a member of the owner's family does not count as a designated rental strata lot for the purposes of calculating the number of rental strata lots permitted under paragraph 5.1 above.
  - (c) The procedure that will apply to the allocation of designated rental strata lots by the strata council or property manager is as follows:

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- (d) each strata lot owner wishing to rent their strata lot shall first apply in writing to the strata council indicating their request to have their strata lot as one of the designated rental strata lots.
- (e) if the maximum number of designated rental strata lots has not yet been reached, and the strata lot owner is not then in default of the terms of the *Strata Property Act*, the regulations or the bylaws and rules of the strata corporation, then the strata council will authorise the strata lot to become a designated rental strata lot.
- (f) if the maximum number of designated rental strata lots has been reached then the strata council will establish a rental waiting list and will place the strata lot on the rental waiting list.
- (g) the rental waiting list shall be referred to by the strata council on a first come first served basis in accordance with this bylaw.
- (h) once a strata lot has become a designated rental strata lot it shall remain as a designated rental strata lot until such time as the strata lot is occupied by the registered owner or a member of the registered owner's family.
- (i) when a designated rental strata lot is occupied by the registered owner or a member of the registered owner's family, then the strata council will make available the opportunity for another strata lot to become a designated rental strata lot. That opportunity will be presented in writing to the first person on the rental waiting list or if there is no rental waiting list the opportunity will remain available until a strata lot owner applies to have the strata lot become a designated rental strata lot.
- (j) a response to the strata council's written offer must be given to the strata council or property manager in writing within fourteen (14) days of receipt of notice.
- (k) if the strata lot owner who is first on the list does not accept the offer of the strata council to make their strata lot a designated rental strata lot within the time period indicated, then the strata council will present the offer to the next strata lot owner on the rental waiting list using the same offering procedure.
- (l) this process will continue through each successive person on the rental waiting list until such time as a strata lot owner accepts the designation of their strata lot as a designated rental strata lot.
- (m) if no one on the rental waiting list wishes to accept the designation of their strata lot as a designated rental strata lot then the strata council will hold the available space for distribution in accordance with the terms of this bylaw.
- (n) upon a strata lot becoming a designated rental strata lot, the strata lot owner has sixty (60) days in which to vacate the strata lot by himself and his family members.
- (o) if the strata lot owner and his family fail to vacate the strata lot within the sixty (60) days stipulated by this Bylaw, then the strata lot owner is deemed to have relinquished the opportunity to have his strata lot as a designated rental strata lot and the strata council is then free to offer the position of designated rental strata lot to the next strata lot owner on the rental waiting list.

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- (p) once a strata lot has become a designated rental strata lot it is removed from the rental waiting list and should the strata lot owner of a designated rental strata lot fail to comply with the requirements necessary to remain a designated rental strata lot, then should the strata lot owner wish for his strata lot to once again become a designated rental strata lot the strata lot owner must re-apply in accordance with the procedures set out in this bylaw.
- (q) the transfer of title to a strata lot which is on the rental waiting list will extinguish and remove that strata lot's position on the rental waiting list.

### **5 Inform Strata Corporation**

- 5.1 Within two 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 development, if any.
- 5.2 Within two weeks of the commencement of a tenancy, a tenant must inform the strata corporation of his or her name, mailing address and phone number and confirm that the information contained in the Form K rental form is correct.

### **6 Obtain Approval before Altering a Strata Lot**

- 6.1 A resident 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, satellite dishes, awnings, hot tubs or other things attached to the exterior of a building or placed upon common property or limited common property;
  - (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;
    - i) fencing shall be only 4' high, black chain link as approved by Council
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- 6.2 The strata corporation must not unreasonably withhold its approval under subsection 6.1, but may require as a condition of its approval that the resident maintain the aesthetic appearance of the Strata Development and agree, in writing, to take responsibility for any expenses relating to the alteration. The resident must also agree to release, indemnify and hold harmless the strata corporation from any and all liability for any loss, damage injury or expense, suffered by the strata corporation or any other party as a result of an act or omission of the resident, or its invitees, arising out of the alteration.
- 6.3 Hot tubs are not permitted.

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### **7 Obtain Approval before Altering Common Property**

- 7.1 A resident must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- 7.2 The strata corporation must not unreasonably withhold its approval under subsection 7.1 but may require as a condition of its approval that the resident maintain the aesthetic appearance of the Strata Development and agree, in writing, to take responsibility for any expenses relating to the alteration. The resident must also agree to release, indemnify and hold harmless the strata corporation from any and all liability for any loss, damage injury or expense, suffered by the strata corporation or any other party as a result of an act or omission of the of the resident, or its invitees, arising out of the alteration.

### **8 Permit Entry to Strata Lot**

- 8.1 A resident or visitor must allow a person authorised 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 the Act, or insure under section 149 of the Act.
  - (c) The notice referred to in subsection 8.1(b) must include the date and approximate time of entry, and the reason for entry.

## **DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION**

### **9 Repair and Maintenance of Property by Strata Corporation**

- 9.1 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (A) the structure of a building;
      - (B) the exterior of a building;

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- (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) perimeter fencing, railings and similar structures that enclose patios, balconies and yards.
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
- (i) the structure of a building,
  - (ii) the exterior of a building,
  - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
  - (iv) doors, windows and skylights 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.
- 9.2 Notwithstanding paragraph 9.1 (a)(b)(c)(d) an owner must repair and maintain any alterations to the strata lot, limited or common property including but not limited to screen doors, storm doors and air-conditioner units.

### **DIVISION 3 - COUNCIL**

#### **10 Council Size and Eligibility**

- 10.1 The council must have at least 3 and not more than 7 members,
- 10.2 In addition to those persons set out in the Act, the following persons are entitled to stand for election as a council member:
- (a) spouse of an owner;
  - (b) court appointed representative of an owner;
  - (c) any person appointed as the attorney of an owner pursuant to the *Power of Attorney Act* or any act made in substitution thereof.
- provided however that only ONE (1) representative of a strata lot may stand for election as a council member.
- 10.3 No person may stand for council or continue to be on council with respect to a strata lot if the Strata Corporation is entitled to register a Certificate of Lien against that strata lot.

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### **11 Council Members' Terms**

- 11.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 11.2 A person whose term as council member is ending is eligible for re-election.

### **12 Removing Council Member**

- 12.1 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.
- 12.2 If more than one council member is removed in accordance with subsection 12.1 the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the council members for the remainder of the term.
- 12.3 If only one council member is removed then the position of that council member is filled in accordance with Paragraph 13.1

### **13 Replacing Council Member**

- 13.1 If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 13.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 13.3 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,
- 13.4 If all the members of the council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **14 Officers**

- 14.1 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 may elect a secretary and a treasurer.
- 14.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 14.3 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.

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

### **15 Calling Council Meetings**

- 15.1 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.
- 15.2 The notice must be in writing.
- 15.3 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.

### **16 Requisition of Council Hearing**

- 16.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 16.2 If a hearing is requested under subsection 16.1 the council must hold a meeting to hear the applicant within one month of the request.
- 16.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

### **17 Quorum Of Council**

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

### **18 Council Meetings**

- 18.1 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.

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- 18.2 If a council meeting is held by electronic means, council members who attend as provided under subsection 18.1 are deemed to be present in person at the meeting.
- 18.3 Owners may attend council meetings as observers only after receipt of written permission has been given by the council for that meeting.
- 18.4 Despite subsection 18.3, 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.
  - (d) any other matters that in the council's opinion should not be disclosed to observers.

### **19 Voting At Council Meetings**

- 19.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 19.2 Unless there are only two 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.
- 19.3 The results of all votes at a Council meeting must be recorded in the council meeting minutes as "carried" or "defeated".

### **20 Council to Make Minutes Available To Owners**

- 20.1 The council minutes of all council meetings will be distributed to each owner either by email, hand delivered or by post.

### **21 Delegation of Council's Powers and Duties**

- 21.1 Subject to subsection 21.2, 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.
- 21.2 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 21.3
- 21.3 A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and

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- (b) indicate the purposes for which, or the conditions under which, the money may be spent.

### **22 Spending Restrictions**

- 22.1 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.

### **23 Limitation on Liability of Council Member**

- 23.1 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.
- 23.2 Subsection 23.1 does not affect a council member's liability, as an owner, for a judgement against the strata corporation.

## **DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES**

### **24 Maximum Fine**

- 24.1 The strata corporation may fine an owner or tenant a maximum of:
  - (a) \$100.00 for each contravention of a bylaw that is not a rental restriction bylaw, and
  - (b) \$20.00 for each contravention of a rule; and
  - (c) \$500.00 for each contravention of a bylaw restricting the rental of a residential strata lot; and

the fine shall be payable within 7 days of notice of same.

### **25 Continuing Contravention**

- 25.1 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 except in the case of a contravention of a rental restriction bylaw that continues for more than 1 month, a fine may be imposed for each month or part of a month that the contravention continues.

### **26 Collection Provisions**

- 26.1 The strata corporation is permitted without prior authorisation to commence Small Claims Actions in respect of any matter affecting the strata corporation.
- 26.2 The decision to commence a Small Claims Action shall be made by the strata council in their absolute discretion.
- 26.3 Once the strata council has decided to commence a Small Claims Action the conduct of the small claims action may be delegated.

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## **DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS**

### **27 Person to Chair Meeting**

- 27.1 Annual and special general meetings must be chaired by the president of the council.
- 27.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 27.3 If neither the president nor the vice president of the council chairs the meeting, the meeting must be chaired by the strata manager (if any) or their nominee.
- 27.4 If no person is able to chair the meeting in accordance with bylaws 27.1, 27.2 and 27.3, a chair must be elected by the majority of eligible voters present in person or by proxy from among those persons who are present at the meeting

### **28 Attendance at Meetings**

- 28.1 Annual and Special General Meetings may allow attendance by electronic means, so long as the electronic means permits all persons participating in the meeting to communicate with each other during the meeting.

### **29 Quorum**

- 29.1 A quorum for an annual or special general meeting shall be 1/3 of the strata corporation's votes, present in person or by proxy,
- 29.2 If within one-half (1/2) hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting stands adjourned to one-half (1/2) hour after the original time scheduled for the meeting on that same day but, if at that time to which the meeting is adjourned a quorum described in subsection (1) is not present, the eligible voters present, in person or by proxy, constitute a quorum.

### **30 Participation By Other Than Eligible Voters**

- 30.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 30.2 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.
- 30.3 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.

### **31 Voting**

- 31.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 31.2 The vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a Certificate of Lien against that strata lot.

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- 31.3 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.
- 31.4 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.
- 31.5 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.
- 31.6 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.
- 31.7 If there are only two strata lots in the strata plan, subsection 31.6 does not apply.
- 31.8 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the request for a secret ballot is voted on and passed by a majority of the eligible voters.

### **32 Order Of Business**

- 32.1 Except as provided in Bylaw 32.2 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) present to the meeting proof of notice of meeting or waiver of notice;
  - (d) approve minutes from the last annual or special general meeting;
  - (e) 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;
  - (f) ratify any new rules made by the strata corporation under section 125 of the Act;
  - (g) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
  - (h) approve the financial reports;
  - (i) deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - (j) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
  - (k) elect a council, if the meeting is an annual general meeting;
  - (l) terminate the meeting.

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- 32.2 The order of business at an annual general meeting or special general meeting may be modified by a majority vote of the eligible voters.

### **DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION**

#### **33 Voluntary Dispute Resolution**

- 33.1 A dispute among residents, 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.
- 33.2 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.
  - (c) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **DIVISION 7 – DAMAGE TO PROPERTY**

#### **34. Damage to Property**

- 34.1 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 or to any strata lot by his act, neglect or carelessness or by that of his family or his or their guests, servants, agents or tenants but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation. The strata lot owner can be sued in order to recover the deductible portion of an insurance claim where insurable damages result from an incident initiated within a strata lot or as a result of actions of a strata lot owner or a party thereto.
- 34.2 Where insurable damages result from an accident initiated within a strata lot or as an action of a strata lot owner, their family, guests, servants, agents or tenants, the strata lot owner will be charged the insurance deductible portion of the damage.

#### **Complaint, right to answer and notice of decision: (section 135 of the Strata Property Act)**

- 135 (1) The strata corporation must not
- (a) impose a fine against a person,
  - (b) require a person to pay the costs of remedying a contravention, or

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- (c) deny a person the use of a recreational facility
    - for a contravention of a bylaw or rule unless the strata corporation has
  - (d) received a complaint about the contravention,
  - (e) given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant, and
  - (f) if the person is a tenant, given notice of the complaint to the person's landlord and to the owner.
- (2) The strata corporation must, as soon as feasible, give notice in writing of a decision on a matter referred to in subsection (1) (a), (b) or (c) to the persons referred to in subsection (1) (e) and (f).
- (3) Once a strata corporation has complied with this section in respect of a contravention of a bylaw or rule, it may impose a fine or other penalty for a continuing contravention of that bylaw or rule without further compliance with this section.

**END OF BYLAWS**