



**THE OWNERS,  
STRATA PLAN EPSxxxx**

# **HEADWATERS - BYLAWS**

Adopted on  
[ TBD ]



[Verify Address] 346 / 356 Peterson Drive  
Tofino, BC

[stratalawbc.ca](http://stratalawbc.ca)

## ***Bylaws of The Owners, Strata Plan EPS XXXX***

<b>Law Pertaining to Strata Corporation Bylaws .....</b>	<b>4</b>
<b>Preamble .....</b>	<b>5</b>
<b>Part A – Strata Lots, Limited Common Property and Common Property .....</b>	<b>6</b>
Section 1 – Use of Strata Lots, Limited Common Property and Common Property.....	6
General Prohibitions .....	6
Prohibition on Temporary Accommodation .....	7
Rental of Strata Lots.....	7
Animals and Pets.....	7
Parking .....	8
Section 2 – Repair, Maintenance and Alterations .....	8
Repair and Maintenance of Strata Lots and Limited Common Property by Owner .....	8
Repair and Maintenance of Strata Lots and Limited Common Property by Strata Corporation.....	9
Strata Corporation Responsibility for Common Property.....	9
Damage to Common Property, Common Assets of Parts of a Strata Lot .....	10
Alterations, Modifications, and Improvements to a Strata Lot .....	10
Obtain Approval Before Altering Common Property.....	11
Section 3 – Access to Strata Lots and Limited Common Property.....	12
Permit Entry to Strata Lot .....	12
<b>Part B – Administration of the Strata Corporation .....</b>	<b>13</b>
Section 1 – Duties of Owners, Tenants, Occupants and Visitors.....	13
Payments to the Strata Corporation.....	13
Inform Strata Corporation .....	13
Section 2 – Bylaw and Rule Enforcement.....	14
Conduct.....	14
Imposition of a Fine.....	14
Section 3 – Strata Council and Involvement in Governance .....	15
Council.....	15
Responsibilities of Council .....	15
Budget and Expenditures.....	15
Section 4 - Council meetings.....	16

Quorum of Council..... 16

Calling Council Meetings..... 16

Electronic Meetings Permitted ..... 16

Voting at Council Meetings..... 17

Minutes ..... 17

Section 5 – General Meetings ..... 17

    General..... 17

    Participation by Electronic Means Permitted ..... 17

    Agenda for an Annual General Meeting ..... 17

    Person to Chair Meeting ..... 18

    Quorum ..... 18

    Voting..... 18

    Minutes ..... 19

Section 6 — Insurance ..... 19

    Insurance..... 19

## Law Pertaining to Strata Corporation Bylaws

At the time a strata plan is deposited in a land title office a strata corporation is created. All strata corporations (even 'duplexes') are subject to the *Strata Property Act* and the *Strata Property Regulation*.

The *Strata Property Act* and the *Strata Property Regulation* are legislation created by The Government of British Columbia. There is no option for strata corporations to 'opt out' of this legislation.

In addition to the *Strata Property Act* and the *Strata Property Regulation* there are other legislation that applies to strata corporations: as examples, the *Human Rights Code* and the *Personal Information Protection Act*.

It can be difficult to understand and apply all the legislation that applies to strata corporations. There are decisions from the Supreme Court of British Columbia, the British Columbia Court of Appeal and the Civil Resolution Tribunal that address particular situations and these decisions can aid in interpreting the meaning and requirements imposed by legislation.

The *Strata Property Act* permits strata corporations to enact bylaws for the control, management, use and enjoyment of strata lots, common property and common assets of the strata corporation and for the administration of the strata corporation. However, a strata corporation's bylaw is unenforceable to the extent that it contravenes the *Strata Property Act*, the *Strata Property Regulation*, the *Human Rights Code* or any other enactment or law.

It is important for owners to understand that strata corporations are subject to many requirements imposed by legislation and other laws and that bylaws cannot attempt to change the law even if owners would prefer to not have to follow specific requirements.

## Preamble

The Owners, Strata Plan EPS [ xxxx ] (the “Strata Corporation”) was created on [ TBD ] by the deposit of the strata plan in the land titles office.<sup>1</sup>

The Strata Corporation is a duplex consisting of 2 residential strata lots which are owned fee simple<sup>2</sup>.

Although each strata lot consists of two dwelling units - the Principle Dwelling Unit on the upper two floors and the Secondary Suite located on the ground floor – the bylaws apply to the entire strata lot. A bylaw cannot apply only to the Principle Dwelling Unit or only the Secondary Suite.

In addition to these bylaws, the strata lots are subject to a covenant registered on the legal title to the strata lots that addresses use and occupancy of the strata lots and the sale of the strata lots. The covenant imposes restrictions on the use, occupancy and sale of strata lots that could not be done through bylaws but that are lawful. The bylaws are unenforceable to the extent that they contravene that covenant and it is important to ensure that no bylaws are adopted that could create conflict with the covenant.

The common property of the Strata Corporation includes the land and buildings shown on the strata plan<sup>3</sup> that are not part of a strata lot. The common property is owned by the owners of strata lots as tenants in common in a share equal to the unit entitlement of an owner’s strata lot divided by the total unit entitlement of all the strata lots<sup>4</sup>. The total unit entitlement of the Strata Corporation is [ TBD ].

---

<sup>1</sup> SPA, s. 2 - The Strata Corporation only exists because the government passed legislation permitting strata corporations. The Strata Corporation only has the powers provided to it in the SPA, which include the power and capacity to enter into contracts (as a natural person).

<sup>2</sup> An owner “owns” the strata lot and has full use and control over it subject to any restrictions imposed by law or by the bylaws of the Strata Corporation.

<sup>3</sup> Strata Plan is the registered document that designates common property, limited common property and strata lot property.

<sup>4</sup> SPA, s. 66 - As tenants in common, owners can have different proportions of ownership and can sell or transfer their ownership without the consent of the other owners.

## Part A – Strata Lots, Limited Common Property and Common Property

### Section 1 – Use of Strata Lots, Limited Common Property and Common Property

#### General Prohibitions

- 1** An owner, tenant, occupant, or visitor must not use a strata lot<sup>5</sup>, limited common property<sup>6</sup> or common property<sup>7</sup> in a way that:
- (a) Causes a nuisance or hazard to another person (nuisance may include offensive odors),
  - (b) Causes unreasonable or repetitive noise (the noise produced from a garburator, vacuum cleaner, dryer, washing machine or exercise equipment between the hours of 11:00pm and 7:00 am daily will be considered unreasonable),
  - (c) Is contrary to the regulation of noise, by bylaw of the local government authority,
  - (d) Appears untidy, unkempt, disorganized, or unsightly from the common property or another strata lot,
  - (e) Unreasonably interferes with the rights of other persons to use and enjoy the common property, limited common property, common assets, or another strata lot,
  - (f) Is illegal,
  - (g) Is contrary to a purpose for which the strata lot or limited common property is intended as shown expressly or by necessary implication on or by the strata plan,
  - (h) Causes damage, other than reasonable wear and tear, to those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under s. 149 of the Act<sup>8</sup>, or

---

<sup>5</sup> SPA, s. 68 - The boundary of a strata lot is the midpoint of the structural portion of a wall, floor or ceiling that separates a strata lot from another strata lot or the common property, if a strata lot is not separated from another strata lot or the common property by a wall, floor or ceiling the boundary of the strata lot is as shown on the strata plan.

<sup>6</sup> SPA, s.1 - Limited Common Property is Common Property designated for the exclusive use of the owners of a strata lot. An owner, tenant or occupant of a strata lot can use a strata lot or limited common property designated for their exclusive use however they want, subject to any restrictions imposed by law and the bylaws of the Strata Corporation.

<sup>7</sup> SPA, s.1 – Common Property is the land and buildings shown on a strata plan that are not part of a strata lot and the services that are used by more than one strata lot.

<sup>8</sup> SPA s. 149 - Property insurance requirements for strata corporations - (1) The strata corporation must obtain and maintain property insurance on: (a) common property, (b) common assets, (c) buildings shown on the strata plan, and (d) fixtures built or installed on a strata lot, if the fixtures are built or installed by the owner developer as part of the original construction on the strata lot. (2) For the purposes of subsection (1) (d) and section 152 (b), "fixtures" has the meaning set out in the regulations. SPR s.9.1(1) – Fixtures means items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include refrigerators, stoves, dishwashers, microwaves, washers, dryers or other items.

- (i) Permits to be visible from the outside of the strata lot any hanging or displayed articles, signs, banners, or appliances (example – air conditioners).

#### Prohibition on Temporary Accommodation

- 2** An owner shall not permit the use of a strata lot or part of a strata lot they own for remuneration as vacation, travel, or temporary accommodation.<sup>9</sup>
- 3** The occupancy of a strata lot or part of a strata lot in exchange for monetary consideration or other value, except as expressly permitted by the bylaws, shall be deemed to be the use of a strata lot for remuneration as vacation, travel, or temporary accommodation.
- 4** The occupancy of a strata lot for a period longer than twenty-eight (28) days without a tenancy agreement<sup>10</sup> shall be deemed to be the use of a strata lot for vacation, travel or temporary accommodation if it is occupied by any person other than:
  - (a) The owner,
  - (b) The spouse of the owner,
  - (c) The parent, child or grandchild of the owner,
  - (d) The parent, child or grandchild of the spouse of the owner, or
  - (e) A person married to or in a marriage-like relationship with a person identified in this bylaw.

#### Rental of Strata Lots

- 5** The rental of strata lots is governed by a legal covenant registered on title to each of the strata lots<sup>11</sup>. This covenant imposes the following conditions on rental of strata lots:
  - (a) An owner cannot rent the upper two floors of a strata lot they own more than once every five years and the rental cannot be longer than 12 months,
  - (b) An owner can rent the ground floor of a strata lot they own only through:
    - (i) A fixed-tenancy for a minimum of four months, or
    - (ii) A monthly periodic tenancy.

#### Animals and Pets

- 6** An owner, tenant or occupant must not keep any pets on a strata lot other than:
  - (a) Two (2) dogs, or

---

<sup>9</sup> This prevents renting the strata lot through Airbnb, VRBO and similar situations. It does not prevent entering into a tenancy agreement respecting possession of living accommodation with a tenant.

<sup>10</sup> This permits house guests to stay for up to 28 days.

<sup>11</sup> This is not an 'enforceable bylaw' but it is included in the bylaws for easy reference. An owner that is considering renting a strata lot they own, or a portion of a strata lot they own, should refer directly to the covenant.

- (b) Two (2) cats, or
  - (c) One (1) dog and one (1) cat,
  - (d) Any number of fish, provided the aquarium does not exceed 25 gallons (95 liters) in capacity,
  - (e) Up to two (2) caged bird which must remain caged at all times while on common property.
- 7** An owner, tenant, occupant, or visitor must ensure that all animals that they own or that are under their care are leashed or otherwise under control when on the common property or on land that is a common asset.
  - 8** An owner, tenant, occupant, or visitor must make reasonable efforts to ensure that all animals that they own or that are under their care do not urinate or defecate on the common property or limited common property and must remove any waste created by an animal that they own or that is under their care from the common property or limited common property immediately.
  - 9** An owner, tenant, occupant or visitor must not permit the feeding of wild animals anywhere within the strata plan boundaries.

#### Parking

- 10** An owner, tenant, occupant, or visitor must not park or permit a vehicle that they own or are responsible for to enter onto or pass over common property unless that vehicle is properly registered and insured.
- 11** An owner, tenant, occupant, or visitor must not park or permit a vehicle that they own or are responsible for to be parked on the common property or limited common property other than at a designated parking location.

## Section 2 – Repair, Maintenance and Alterations

#### Repair and Maintenance of Stata Lots and Limited Common Property by Owner

- 12** 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<sup>12</sup>.
- 13** An owner who has the use of limited common property must repair and maintain it<sup>13</sup>, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

---

<sup>12</sup> SPA, s.72 – The Strata Corporation may have a bylaw that makes the Strata Corporation responsible for the repair and maintenance of specified portions of a strata lot. This makes the cost of the repair and maintenance of an owner's property a common expense and therefore should only be done when there is a common interest in ensuring that property is repaired and maintained.

<sup>13</sup> SPA, s.72 – The presumption is that the Strata Corporation must repair and maintain the common property (including limited common property), but the Strata Corporation may by bylaw make an owner responsible for limited common property that owner has a right to use.



- 14** An owner is responsible for the cleanliness and preventative maintenance of limited common property that the owner has a right to use, including parking spaces.

#### Repair and Maintenance of Strata Lots and Limited Common Property by Strata Corporation

- 15** The strata corporation must repair and maintain the following portions of strata lots:

- (a) The structure of the building<sup>14</sup>,
- (b) The exterior of the building,
- (c) Pipes, wires, ducts and other facilities for the passage or provision of water, sewage, gas, electricity, heating and cooling systems or other similar services if they are capable of being, and intended to be used, in connection with the enjoyment of another strata lot or the common property<sup>15</sup>, and
- (d) Doors and windows on the exterior of the building or that front on the common property<sup>16</sup>.

- 16** The strata corporation must perform repair and maintenance to limited common property that in the ordinary course of events occurs less often than once a year<sup>17</sup>.

#### Strata Corporation Responsibility for Common Property

- 17** Unless there is a resolution passed by a  $\frac{3}{4}$  vote at a general meeting to not repair or replace damaged property<sup>18</sup>, the Strata Corporation must repair and maintain the following:

- (a) Common assets of the strata corporation,
- (b) Common property that has not been designated as limited common property,
- (c) The structure of the building,
- (d) The exterior of the building,
- (e) Doors and windows on the exterior of the building or that front on the common property,

---

<sup>14</sup> This includes portions of structural walls, ceilings and floors.

<sup>15</sup> SPA s. 1 and s. 72 - These services are common property and the strata corporation must repair and maintain them.

<sup>16</sup> This is for certainty because according to the SPA, the line between common property and a strata lot is the midpoint of the structural portion of a wall so a window or door could be both common property and part of a strata lot.

<sup>17</sup> Snow clearing occurs more often than once per year and an owner is responsible to clear snow on limited common property they are responsible for.

<sup>18</sup> SPA s.159: Decision Not to Repair or Replace – A Strata Corporation can decide not to repair or replace damaged property that is insured by the Strata Corporation upon the passing of a  $\frac{3}{4}$  vote at a general meeting. SPA s. 82: Acquisition and disposal of personal property by strata corporation - (1) The strata corporation may acquire personal property for the use of the strata corporation. (2) The strata corporation may sell, lease, mortgage or otherwise dispose of personal property. (3) The strata corporation must obtain prior approval by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting of an acquisition or disposal of personal property if the personal property has a market value of more than (a) an amount set out in the bylaws, or (b) \$1 000, if the bylaws are silent as to the amount.

- (f) Property insured by the Strata Corporation, and
- (g) Fences, railings, and similar structures located on common property.

#### Damage to Common Property, Common Assets of Parts of a Strata Lot

- 18** An owner, tenant, occupant, or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited 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.
- 19** An owner that is responsible for damage (other than reasonable wear and tear) to common property, limited 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, must pay to the strata corporation the cost incurred by the strata corporation (including the payment of a deductible) to repair that damage<sup>19</sup>. For certainty, an owner is responsible for damage caused by a person that is their tenant, guest, invitee or licensee of themselves or of the owner's tenant.

#### Alterations, Modifications, and Improvements to a Strata Lot

- 20** 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 the building<sup>20</sup>,
  - (b) A wall that separates a strata lot from another strata lot,
  - (c) Common property located within the boundaries of a strata lot - including pipes, wires, ducts and other facilities for the passage or provision of water, sewage, gas, electricity, heating and cooling systems or other similar services if they are capable of being, and intended to be used, in connection with the enjoyment of another strata lot or the common property<sup>21</sup>,
  - (d) The exterior of the building,
  - (e) Doors or windows on the exterior of the building, or that front on the common property<sup>22</sup>,  
and

---

<sup>19</sup> SPA s.158: Insurance Deductible – This does not apply to damage to another strata lot by an owner. That is an issue between the two owners and not within the scope of the responsibilities of the Strata Corporation.

<sup>20</sup> This is because the Strata Corporation is responsible for the repair and maintenance of the structure of the building.

<sup>21</sup> This is because they are common property and the Strata Corporation is responsible for their repair and maintenance.

<sup>22</sup> This is because the Strata Corporation is responsible for the repair and maintenance of them.

- (f) Items (including floor and wall coverings and electrical and plumbing fixtures) attached to the building by the owner developer as part of the original construction of the strata lot<sup>23</sup>.

**21** The Strata Corporation must not unreasonably withhold its approval for alterations, modifications, or improvements to a strata lot<sup>24</sup>, but may require as a condition of its approval that the owner:

- (a) Agree, in writing, to save harmless and indemnify the strata corporation from any and all liabilities, damages, interests, costs (including legal fees and disbursements), expenses and compensation of whatsoever kind arising or resulting from the alteration, modification or improvement to a strata lot<sup>25</sup>,
- (b) Pay all costs associated with preparing and administering this agreement,
- (c) Provide the strata corporation with two (2) days' notice before work is performed or material is delivered, and
- (d) Ensure no construction debris, materials or packaging of any kind related to the alteration, modification or improvement is deposited into the strata corporation's waste disposal containers or left within the common property.

#### Obtain Approval Before Altering Common Property<sup>26</sup>

**22** 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.

**23** The Strata Corporation has sole discretion<sup>27</sup> to withhold its approval for alterations, modifications, or improvements to common property, limited common property or common assets, and may require as a condition of its approval that the owner:

- (a) Agree, in writing, to save harmless and indemnify the strata corporation from any and all liabilities, damages, interests, costs (including legal fees and disbursements), expenses and compensation of whatsoever kind arising or resulting from the alteration, modification or improvement of the common property<sup>28</sup>,
- (b) Pay all costs associated with preparing and administering this agreement, and

---

<sup>23</sup> This is because the Strata Corporation must insure these items and the alteration of some items may affect the insurance on other items.

<sup>24</sup> Withholding approval requires the Strata Corporation to explain why approval is withheld, otherwise it is unreasonable.

<sup>25</sup> This agreement is a contract between the Strata Corporation and the owner and is subject to all the laws relating to contracts.

<sup>26</sup> At all times the strata corporation is subject to section 71 of the Act which requires a vote approving any change that creates a significant change to the use or appearance of the common property.

<sup>27</sup> Sole discretion means the Strata Corporation does not need to explain why approval is withheld and the presumption is that approval should be withheld unless it is a benefit to the Strata Corporation.

<sup>28</sup> This agreement is a contract between the Strata Corporation and the owner and is subject to all the laws relating to contracts.

- (c) Agree to remove the alteration and restore any common property affected by the alteration, if required by the strata corporation, prior to moving out of the strata lot.

### Section 3 – Access to Strata Lots and Limited Common Property

#### Permit Entry to Strata Lot

- 24** The strata corporation has a right to access a strata lot for the following purposes:
- (a) To inspect, repair, maintain or access common property or limited common property,
  - (b) To inspect, repair, maintain or access common assets,
  - (c) To inspect, repair, maintain or access any portion of a strata lot that is the responsibility of the strata corporation to repair and maintain under these bylaws,
  - (d) To inspect fire alarms, smoke alarms, water escape notification devices and other devices and instruments related to health and safety,
  - (e) To inspect, repair, maintain or access anything insured by the strata corporation, and
  - (f) To investigate whether there is a current contravention of a bylaw or a rule.
- 25** An owner, tenant, occupant, or visitor must allow a person authorized by the strata corporation to enter the strata lot without notice if there is an emergency or if immediate entry to the strata lot is required to ensure safety or prevent significant loss or damage to property.
- 26** If a strata corporation requires access to a strata lot when there is not an emergency and immediate entry is not required, the strata corporation must provide 48 hours' written notice to the owner, tenant, occupant, or visitor of a strata lot stating:
- (a) the reason for entry to a strata lot; and
  - (b) the date and approximate time of entry to a strata lot.
- 27** An owner, tenant, occupant, or visitor that has received written notice that the strata corporation requires access to their strata lot must permit a person authorized by the strata corporation to enter the strata lot on the date specified in that written notice<sup>29</sup>.
- 28** An owner, tenant, occupant, or visitor that has received written notice that the strata corporation requires access to their strata lot must provide unobstructed access to the strata lot and those portions of the strata lot being inspected, repaired or maintained by the strata corporation for the duration the strata lot or portion of the strata lot is being inspected, repaired or maintained by the strata corporation.

---

<sup>29</sup> Failure to provide access would be a violation of the bylaws.

## Part B – Administration of the Strata Corporation<sup>30</sup>

### Section 1 – Duties of Owners, Tenants, Occupants and Visitors

#### Payments to the Strata Corporation

- 29** An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 30** An owner must pay to the strata corporation the maximum amount of interest<sup>31</sup> specified in the regulations for the late payment of strata fees if demanded by the strata corporation.
- 31** An owner must pay a special levy as approved by the strata corporation.
- 32** An owner must pay to the strata corporation the maximum amount of interest specified in the regulations for the late payment of a special levy if demanded by the strata corporation.
- 33** An owner must pay a fine within fourteen (14) days of when it is imposed.
- 34** An owner must pay the reasonable costs of remedying a contravention of a bylaw that they are responsible for, within fourteen (14) days of when a demand for payment is provided by the strata corporation.
- 35** If an owner has a debt owing to the strata corporation, any payment to the strata corporation will be applied to outstanding debts on a first in, first out basis unless the owner provides a written statement regarding which debt the payment is to be applied.

#### Inform Strata Corporation

- 36** A person who becomes an owner, an owner's representative, or a tenant occupying a strata lot must inform the strata corporation of their name and mailing address outside the strata plan, if any<sup>32</sup>.
- 37** An owner, tenant or occupant that has any reasonable expectation that damage has or may occur to common property, limited common property that strata corporation is responsible to repair and maintain or those portions of the strata lot insured by the strata corporation must notify the strata council or the strata corporation's agent as soon as reasonably possible.

---

<sup>30</sup> SPA s.119: Nature of Bylaws – Bylaws may provide for the administration of the strata corporation. There is no definition for the term "administration" but it should not be considered to expand the legal powers given to the Strata Corporation by the SPA.

<sup>31</sup> See *Strata Property Act Regulations* s. 6.8 for current amounts.

<sup>32</sup> The strata corporation is required, under section 35 of the Act, to keep this information as part of the strata corporation's records.

## Section 2 — Bylaw<sup>33</sup> and Rule<sup>34</sup> Enforcement

### Conduct

**38** An owner, tenant, or occupier is responsible for the conduct of themselves, and any invitees, visitors, or guests authorized by that owner, tenant, or occupier to enter onto the common property, limited common property or a strata lot.

### Imposition of a Fine

**39** The strata corporation may fine an owner if a bylaw or rule is contravened by:

- (a) The owner,
- (b) A person who is visiting the owner or was admitted to the premises by the, or
- (c) An occupant if the strata lot is not rented by the owner to a tenant.

**40** The strata corporation may fine a tenant if a bylaw or rule is contravened by:

- (a) The tenant,
- (b) A person who is visiting the tenant or was admitted to the premises by the tenant, or
- (c) An occupant if the strata lot is not sublet by the tenant to a subtenant.

**41** The maximum fines are<sup>35</sup>:

- (a) \$200 for each contravention of a bylaw that does not prohibit or limit rental of a residential strata lot or the use of a strata lot for remuneration as vacation, travel, or temporary accommodation,
- (b) \$1,000 for each contravention of a bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as vacation, travel, or temporary accommodation, and
- (c) \$50 for each contravention of a rule.

**42** A fine can be levied for a single continuous contravention of a bylaw or rule or a succession or repetition of separate contraventions of a bylaw or rule of the same character (except a bylaw that prohibits, or limits use of all or part of a residential strata lot for remuneration as vacation, travel, or temporary accommodation) every seven (7) days.

**43** A fine can be levied for the contravention of a bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as vacation, travel or temporary accommodation each day.

---

<sup>33</sup> SPA s. 128 - Bylaws are the laws of the strata corporation and may be changed, repealed, replaced, added to or otherwise amended only by resolution passed at a general meeting.

<sup>34</sup> SPA s. 125 - Rules may only govern the use, safety and condition of common property and common assets.

<sup>35</sup> Maximum fines are provided for in *Strata Property Regulations* s. 7.1.

## Section 3 — Strata Council and Involvement in Governance

### Council

**44** All strata lot owners shall be members of council.

### Responsibilities of Council

**45** Subject to the *Strata Property Act*, the regulations and the bylaws, the council must exercise the powers and perform the duties of the strata corporation<sup>36</sup>.

**46** The powers and duties of council include, but are not limited to:

- (a) Creating rules governing the use, safety, and condition of the common property, limited common property and common assets,
- (b) Authorizing spending the strata corporation's money,
- (c) Spending 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,
- (d) Enforcing the bylaws and rules of the strata corporation, and
- (e) Maintaining the records of the strata corporation.

### Budget and Expenditures

**47** The budget must be sufficient to meet all minimum required common expenses the strata corporation is responsible for, including:

- (a) Insurance premium,
- (b) Shared utilities, and
- (c) Contingency reserve fund investment of not less than \$1,500 per fiscal year.

**48** If a proposed expenditure has not been approved in the budget or at a general meeting, the expenditure may only be made out of the operating fund or contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage, and the expenditure is the minimum amount needed to ensure safety or prevent significant loss or damage.

**49** Expenditures from the operating fund for non-budgeted expenses may only be made if the total expenditure does not exceed the current operating budget by more than 5% or \$5,000, whichever is less.

---

<sup>36</sup> SPA, s. 31 – In exercising the powers and performing the duties of the strata corporation, each council member must (a) act honestly and in good faith with a view to the best interests of the strata corporation, and (b) exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances.

## Section 4 - Council meetings

### Quorum of Council

- 50** A quorum of the council is a person qualified to vote for each strata lot.<sup>37</sup>
- 51** A council member who has a direct or indirect interest in a contract or transaction with the strata corporation or a matter that is subject of consideration by the council must leave the council meeting while the contract, transaction or matter is discussed and while the council votes on the contract, transaction, or matter.<sup>38</sup>
- 52** A council member who leaves the council meeting because they have a direct or indirect interest in a contract or transaction with the strata corporation or a matter that is subject of consideration by the council may be counted in the quorum at the meeting despite the member leaving the meeting and not participating in the vote.<sup>39</sup>

### Calling Council Meetings

- 53** Council must have a council meeting within seven (7) months of a general meeting<sup>40</sup>.
- 54** Any council member may call a council meeting by giving the other council members at least seven (7) day's notice of the meeting unless all members consent to the meeting being called with less than seven (7) day's notice, notice must include the reason for calling the meeting but is not required to be in writing<sup>41</sup>.

### Electronic Meetings Permitted

- 55** At the option of the council, council meetings may be held by electronic means, so long as all attending council members and other participants can communicate with each other.
- 56** If a council meeting is held by electronic means, attending council members are deemed to be present in person.

---

<sup>37</sup> This requires an owner for each strata lot to participate in the strata council meeting so that neither owner can do anything without the consent of at least one owner of the other strata lot.

<sup>38</sup> For example, an owner cannot participate in the discussion or voting on a contract that specifically benefits that owner such as a contract with a family member.

<sup>39</sup> If an owner has a direct or indirect interest in the contract, the owner of the other strata lot has the authority to decide whether the strata corporation should agree to that contract.

<sup>40</sup> The intention of this bylaw is that there is one annual general meeting and one council meeting halfway through the year to ensure that the strata corporation is functioning.

<sup>41</sup> This permits an owner to call a council meeting to approve expenditures not included in the budget, for example.



### Voting at Council Meetings

- 57** At council meetings only one person for each strata lot may vote on any given matter.<sup>42</sup>
- 58** At council meetings, decisions must be made by a vote in favour of a resolution by more than half the votes cast of council members present, and who have not abstained from voting, in person at the meeting<sup>43</sup>.

### Minutes

- 59** Written minutes must be made of all council meetings, and include:
- (a) The wording of all resolutions, and
  - (b) The results of all votes.

## Section 5 – General Meetings<sup>44</sup>

### General

- 60** The strata corporation will hold an annual general meeting no later than (2) months after the strata corporation's fiscal year end, unless all persons that have a right to cast a vote with respect to a strata lot waive, in writing, the holding of the meeting and consent in writing to resolutions that:
- (a) Approve the budget for the coming fiscal year, and
  - (b) Deal with any other business.

### Participation by Electronic Means Permitted<sup>45</sup>

- 61** A person who is entitled to participate in, including vote at, a general meeting may do so by telephone or other electronic means if all of the persons participating in the general meeting, whether by telephone, by other electronic means or in person, are able to communicate with each other and, if applicable, vote at the meeting.

### Agenda for an Annual General Meeting

- 62** The agenda (order of business) for an Annual General Meeting is as follows:
- (a) Register eligible voters and certify proxies,
  - (b) Call the meeting to order,

---

<sup>42</sup> This means that each strata lot only gets one vote, so no owners of a strata lot can act without the agreement of the owners of the other strata lot.

<sup>43</sup> More than half means that there cannot be a tie vote as a tie vote (50/50) does not meet the required threshold.

<sup>44</sup> SPA Part 4, Division 4, starting at s. 40.

<sup>45</sup> The "location" of a general meeting held only by electronic means is the electronic address or phone number provided with the meeting notice.

- (c) Elect a person to chair the meeting, if necessary,
- (d) Determine that there is a quorum,
- (e) Present proof of notice of meeting,
- (f) Approve the order of the agenda,
- (g) Approve the minutes of the most recent general meeting or waiver of notice of meeting,
- (h) Deal with any unfinished business,
- (i) Receive reports of council activities and decisions since the previous annual general meeting,
- (j) Ratify any new rules made by the strata corporation since the previous annual general meeting,
- (k) Report on insurance coverage, including the certificate of insurance and the most recent appraisal,
- (l) Approve the budget for the coming fiscal year,
- (m) Deal with other matters,
- (n) Statement confirming all owners are members of council,
- (o) Terminate the meeting.

#### Person to Chair Meeting

**63** Unless otherwise decided, the chair of the meeting shall be an owner of strata lot #1 in an odd year and an owner of strata lot #2 on an even year.

#### Quorum

**64** Quorum for a general meeting is 2 of the strata corporation's votes, present in person or by proxy<sup>46</sup>.

#### Voting<sup>47</sup>

**65** At a general meeting, each strata lot has one vote regardless of the number of owners, tenants, or mortgagees of that strata lot attending the meeting.

**66** If there is a tie vote at an annual or special general meeting the item shall be considered not passed<sup>48</sup>.

---

<sup>46</sup> This means that both strata lots have representation at an annual general meeting so the owners of one strata lot cannot do anything without the agreement of the owner of the other strata lot.

<sup>47</sup> SPA, s.50 at a general meeting, matters are decided by majority vote unless a different voting threshold is required or permitted by the Act or the regulations.

<sup>48</sup> This means the owners of one strata lot cannot do anything without the agreement of the owner of the other strata lot.

## Minutes

**67** Written minutes must be made of all general meetings, and include:

- (a) The wording of all resolutions, and
- (b) The results of all votes.

## Section 6 — Insurance

### Insurance<sup>49</sup>

**68** The Strata Corporation must enter into a policy of insurance for property as required or permitted under the Act<sup>50</sup> and may agree to any reasonable deductible amount.

**69** The Strata Corporation must enter into a policy of insurance against liability for property damage and bodily injury for at least the amount required under the Act<sup>51</sup> and may agree to any reasonable deductible amount.

**70** The following individuals can give notice to the insurer of any loss of or damage to insured property:

- (a) The strata corporation,
- (b) Owners and tenants of a strata lot, and
- (c) Persons who normally occupy a strata lot.<sup>52</sup>

---

<sup>49</sup> Sections 149 and 150 of the Act set out the insurance coverage a strata corporation must obtain; and, sections 150 and 151 of the Act describe the insurance coverage a strata corporation may obtain. Briefly, section 149 is about property insurance and requires the strata corporation to obtain full replacement value property insurance over (a) common property, (b) common assets, (c) buildings shown on the strata plan, and (d) original fixtures in a strata lot (i.e., installed by the developer). This insurance must insure against ‘major perils’ which are defined in the Strata Property Regulation as fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civile commotion, impact by aircraft and vehicles, vandalism and malicious acts. Section 150 is liability insurance and requires a strata corporation to obtain insurance that covers the strata corporation against liability for property damage and bodily injury. The Strata Property Regulation states the minimum coverage is \$2 million. Sections 151 and 152 set out optional insurance a strata corporation may obtain. Section 151 describes errors and omissions insurance for council members, and section 152 describes other ‘perils’ (not mentioned in the list of ‘major perils’ at section 149) and other ‘non-original’ fixtures the strata corporation may opt to obtain insurance coverage for.

<sup>50</sup> S.149 of the Act specifies what must be insured and s.9.1 of the Regulation defines “fixtures” and “major perils”; S.152 of the Act permits the strata corporation to get insurance for perils or liabilities not specified in the Regulation.

<sup>51</sup> S.150 of the Act specifies what must be insured and s.9.2 of the Regulation dictates the minimum amount

<sup>52</sup> S.155 of the Act states that these individuals are all named insureds in a strata corporation’s insurance policy. Section 29(1) of the Insurance Act obligates an insured to immediately give notice in writing to the insurer on the happening of any loss of or damage to insured property.

- 71** The strata corporation can raise money by special levy or expend money from the contingency reserve fund to cover an insurance deductible without the requirement of owner approval.<sup>53</sup>
- 72** The strata corporation may make an expenditure from the operating fund or contingency reserve fund without prior approval in the budget for obtaining and maintaining insurance required under the Act or a bylaw.<sup>54</sup>
- 73** The strata corporation can sue an owner to recover the deductible portion of an insurance claim if the owner is responsible for the loss or damage that gave rise to the claim.<sup>55</sup>

---

<sup>53</sup> This is permitted under s.158(3) of the Act and is a significant departure from the usual constraints on raising or spending money.

<sup>54</sup> This is permitted under s.98(3.1) of the Act and is a significant departure from the usual constraints on spending money.

<sup>55</sup> S.158 of the Act provides this authority which is a meaningful departure from the usual law requiring an allegation of negligence to sue an individual.