

**BYLAWS OF THE OWNERS  
STRATA PLAN VR 2302  
“WILDWOOD LODGE”**

**As amended June 27, 2020**

**Preamble:**

These bylaws bind the strata corporation, the owners and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner and occupant and contained covenants on the part of the strata corporation with each owner and occupant and on the part of each owner and occupant with every other owner and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the “Act”). The Schedule of Standard Bylaws prescribed by the *Act* does not apply to the strata corporation.

**Duties of Owners, Tenants, Occupants, Visitors and Guests**

**1. Compliance with bylaws and rules**

- 1.1 All owners, tenants, occupants, visitors and guests must comply strictly with the bylaws and rules of the strata corporation adopted time to time.

**2. Payment of strata fees and special levies**

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with section 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date may result in a fine of \$50.00 for each contravention of section 2.1.
- 2.3 An owner should provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques or alternate payment methods such as automatic visa or bank withdrawals for strata fees, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner’s bankaccount.
- 2.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.5 When an owner fails to pay a special levy in accordance with bylaw 2.4, outstanding special levies will be subject to an interest charge of Prime + 5% per annum, compounded annually.

### **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.
- 3.2 An owner or tenant or occupant who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 3.3 (a) An owner must repair and maintain windows and entrance doors which are controlled by the unit occupant and areas allocated to his/her exclusive use, whether limited common property or not, except for repairs and maintenance that is the responsibility of the strata corporation.
- (b) An owner must keep his windows and entrance doors that are controlled by the unit occupant and areas allocated to his/her exclusive use (whether as limited common property or otherwise) in a state of good repair and reasonable wear and tear.
- (c) Council is authorized to request, in writing, that an owner repair or replace windows and entrance doors that are controlled by the unit occupant and areas allocated to his/her exclusive use (whether limited common property or otherwise) at the owner's own expense.
- (d) Notwithstanding the above provisions, council may, at its sole discretion, authorize that the strata corporation shall share equally with the owner the costs associated with the repair or replacement of front entry doors where there is significant damage or wear showing on the outside.
- (e) The strata corporation shall pay for the repainting of doors when a general repainting of that building is scheduled. At all other times, the owner shall be responsible, at their own expense, for repainting new or repaired doors in the colours approved for that building.
- (f) All repairs/replacement of the windows and entrance doors must be done according to the colour and design scheme of the complex unless otherwise approved in writing by the council.

### **4. Use of property**

- 4.1 An owner, tenant, occupant, visitor or guest 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 between 10 a.m. and 10 p.m. and does not respect "quiet time" from 10 p.m. to 10 a.m.,
- (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 contravenes rules and regulations set out by competent jurisdictions such as, but not limited to, municipal bylaws, health authority and WorkSafe BC.
- (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.

4.2 An owner is responsible for any damage, including the cost of clean-up and repair, to the owner's strata lot, another strata lot, or the common property, arising from or caused by an occurrence on the owner's strata lot, whether or not caused by negligence of the owner or those for whose conduct the owner is responsible, including without limitation damage caused by the escape of water or wastewater from pipes forming part of the strata lot, or from any furniture, fixture, or appliance located on the strata lot. An owner is responsible for a tenant, occupant, visitor or guest. An owner must pay or reimburse the strata corporation for any expense incurred in relation to damage for which the owner is responsible pursuant to the preceding section, except to the extent that such expense is reimbursed from the proceeds of any insurance policy held by the strata corporation. Where such expense is reimbursed from insurance proceeds, any insurance deductible paid or payable by the strata corporation must be considered an expense not reimbursed by the proceeds of insurance, and must be paid by the owner. Any amount payable by an owner pursuant to this section shall be added to the owner's account and be due and payable on the first day of the month following invoice by the strata corporation. Owners are prohibited from installing garburators and clothes washers/dryers on strata lots.

4.3 An owner, tenant, occupant, visitor or guest must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the council, an owner, tenant or occupant must not allow, when a strata lot is rented to guests, more than:

- (a) 8 persons to occupy a strata lot originally designed by the owner developer as a two bedroom and loft unit;
- (b) 6 persons to occupy a strata lot originally designated by the owner developer as a one bedroom and den unit;
- (c) 6 persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit;
- (d) 6 persons to occupy a strata lot originally designated by the owner developer as a one bedroom and loft unit; and
- (e) 4 persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit.

## **5. Pets and animals**

5.1 A guest or tenant or visitor must not keep any pets on a strata lot, on common property or on land that is a common asset.

5.2 An owner may not keep any pet on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.

- 5.3 An owner must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset, but must not leave a pet unattended.
- 5.4 An owner must not keep any other pet on a strata lot other than one dog, one cat or a total of two.
- 5.5 An owner must ensure that a pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the owner.
- 5.6 No pets whatsoever are allowed on the pool deck or hot tub.

## **6. Inform strata corporation**

- 6.1 An owner must notify the strata corporation within two weeks of becoming an owner: the owner's name and any occupants' names, strata lot number and the owner's mailing address outside the strata plan.
- 6.2 On request by the strata corporation, or their agent, a tenant or guest must inform the strata corporation of their name.

## **7. Obtain approval before altering a strata lot**

- 7.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:
  - (a) the structure of the building,
  - (b) the exterior of the building,
  - (c) patios, chimneys, stairs, balconies or other things attached to the exterior of the building,
  - (d) doors, windows or skylights on the exterior of the building, or that front on the common property,
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard,
  - (f) common property located within the boundaries of a strata lot,
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act, and
  - (h) wiring, plumbing, piping, heating and air conditioning.
- 7.2 The strata corporation must not unreasonably withhold its approval under bylaw 7.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expense relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
- 7.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

## **8. Obtain approval before altering common property**

- 8.1 An owner or tenant must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.
- 8.2 An owner or tenant, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
  - (a) submit, in writing, detailed plans and description of the intended alteration,
  - (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council, and
  - (c) obtain the consent of the owners by a  $\frac{3}{4}$  vote under bylaw 8.1,
  - (d) ensure that all workers are licensed and bonded and WCB compliant.
- 8.3 The strata corporation may require, as a condition of its approval, that the owner or tenant agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
  - (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives,
  - (b) that the standard of work and materials be not less than that of the existing structures,
  - (c) that all work and materials necessary for the alteration be at the sole expense of the owner,
  - (d) that the owner, from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains and owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets,
  - (e) that the owner and any subsequent owner on title who receives the benefit of such alteration must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.
- 8.4 An owner or tenant, who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 8.5 An owner or tenant who, subsequent to the passage of bylaws 8.1 to 8.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses

or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

## **9. Renovations/alterations**

- 9.1 An owner must give the designated representative of the council notice whenever possible.
- 9.2 An owner must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 9.3 An owner must not permit the delivery of any construction materials through the front door of the main lobby unless there is no other reasonable alternative.
- 9.4 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
- 9.5 An owner or its agent is responsible for any clean up or repair costs incurred to all affected common areas as a result of any renovations/alterations.

## **10. Permit entry to strata lot**

- 10.1 An owner, tenant, occupant, visitor or guest must allow a person authorized by the strata corporation to enter the strata lot or limited common property:
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - (b) at a reasonable time, convenient to both parties, on 72 hours written notice,
    - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the *Act* or to insure under section 149 of the *Act*, or
    - (ii) to ensure an owner's, tenant's, occupant's, visitor's or guest's compliance with this specific section of the *Act*, bylaws and rules.
  - (c) a key or entry code must be available to the strata corporation or their agent in the event of an emergency.
- 10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner or the representative of the owner of the strata lot within a reasonable length of time, the owner shall be responsible for all costs of forced entry incurred by the strata corporation or its agent.
- 10.3 The notice referred to in bylaw 10.1(b) must include the date and approximate time of entry and the reason for entry.

## **Powers and Duties of Strata Corporation**

### **11. Repair and maintenance of property by strata corporation**

11.1 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 the building,
    - B. the exterior of the building,
    - C. patios, chimneys, stairs, balconies and other things attached to the exterior of the building,
    - D. fences and railings.
- (d) a strata lot, but the duty to repair and maintain it is restricted to:
  - (i) the structure of the building,
  - (ii) the exterior of the building,
  - (iii) patios, chimneys, stairs, balconies and other things attached to the exterior of the building,
  - (iv) doors on the exterior of the building or that front on common property, and
  - (v) fences and railings.

## **Council**

### **12. Council size**

12.1 The council must have at least 3 and not more than 7 members.

### **13. Council eligibility**

- 13.1 The spouse of an owner may stand for council, but only one representative per strata lot can stand for council at the same time.
- 13.2 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 lien against that strata lot under section 116(1) of the *Act*.
- 13.3 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws and rules.

- 13.4 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the *Act*.

#### **14. Council members' terms**

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

#### **15. Removing council member**

- 15.1 The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.
- 15.2 After removing a council member, at the discretion of council, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.

#### **16. Replacing council member**

- 16.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 16.2 A replacement council member may be appointed from those persons who stood for council at the last AGM in voting order in succession from any persons eligible to sit on council.
- 16.3 The council may appoint a council member under bylaw 16.2 even if the absence of the member being replaced leaves the council without a quorum.
- 16.4 If all the members of council resign or are unwilling or unable to act, 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.

#### **17. Officers**

- 17.1 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 voice president, and a secretary.
- 17.2 A person may hold more than one office at a time, other than the offices of president and vice president.

- 17.3 The vice president has the powers and duties of the president:
- (a) while the president is absent or is unwilling or unable to act,
  - (b) if the president is removed, or
  - (c) for the remainder of the president's term if the president ceases to hold office.
- 17.4 The strata council may, by simple majority, vote to remove an officer.
- 17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

## **18. Calling council meetings**

- 18.1 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.
- 18.2 The notice in bylaw 18.1 does not have to be in writing.
- 18.3 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.
- 18.4 Owners will be notified of council meetings and any postponement or cancellation through the strata corporation's website.
- 18.5 The council shall hold at least 4 meetings per year.

## **19. Requisition of council hearing**

- 19.1 By application in writing, stating the reasons for the request, a representative of a strata lot, who has been designate in writing by all of the owners of that strata lot, may request a hearing at a council meeting.
- 19.2 If a hearing is requested under bylaw 19.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the written application.
- 19.3 If the purpose of the hearing is to seek a decision of council, the council must give the application a written decision within one (1) month of the date of the hearing.

## **20. Quorum of council**

- 20.1 A quorum of the council is
- (a) 4, if the council consists of 5 or 6 members, and
  - (b) 4, if the council consists of 7 members.

- 20.2 Council members must be present in person at the council meeting to be counted in establishing a quorum.

## **21. Council meetings**

- 21.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 21.2 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.
- 21.3 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 21.4 Owners and spouses of owners may attend council meetings as observers.
- 21.5 Despite bylaw 21.4, 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) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

## **22. Voting at council meetings**

- 22.1 At council meetings, decisions must be made by a majority of council members present at the meeting.
- 22.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 22.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

## **23. Council to inform owners of minutes**

- 23.1 The council must post the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

## **24. Delegation of council's powers and duties**

- 24.1 Subject to bylaws 24.2, 24.3, and 24.4 the council may delegate in writing 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.
- 24.2 The council may delegate its spending powers or duties, but only by a resolution that delegates the general authority to make expenditures in accordance with bylaw 24.3.

- 24.3 A delegation of a general authority to make expenditures must:
- (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 24.4 The council may not delegate its powers to determine, based on the facts of a particular case:
- (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

## **25. Spending restrictions**

- 25.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 25.2 If a proposed operating expenditure has not been approved as a line item in the budget or at an annual or special general meeting, council is authorized to approve expenses and invoices up to \$5,000.

## **26. Limitation on liability of council member**

- 26.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 26.2 Bylaw 26.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 26.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

## **Enforcement of Bylaws and Rules**

## **27. Fines**

- 27.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
- (a) \$200.00 for each contravention of a bylaw, and
  - (b) \$50.00 for each contravention of a rule.
- 27.2 The council must, if it determines in its discretion that an owner, tenant or occupant is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

## **28. Continuing contravention**

- 28.1 Except where specifically stated to be otherwise in these bylaws, 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.

## Annual and Special General Meetings

### **29. Quorum of meeting**

- 29.1 If within ½ hour from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further ½ hour on the same day and at the same place. If within a further ½ hour from the time of the adjournment, a quorum is not present, the eligible votes, present in person or by proxy, constitute a quorum.
- 29.2 A quorum shall constitute 1/3 of the eligible voters in person or by proxy.

### **30. Person to chair meeting**

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

### **31. Participation by other than eligible voters**

- 31.1 Persons may attend annual and special general meetings, whether or not they are eligible to vote.
- 31.2 Persons who are not eligible to vote may participate in the discussion at a meeting, but only if permitted to do so by the chair of the meeting.
- 31.3 Persons who are not eligible to vote must leave the meeting if requested to do so by the chair or by a resolution passed by a majority vote at the meeting.

### **32. Voting**

- 32.1 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 that strata lot under section 116(1) of the *Act*.
- 32.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal

costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the *Act*.

- 32.3 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 32.4 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.
- 32.5 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.
- 32.6 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.
- 32.7 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.
- 32.8 Despite anything in bylaws 32.1 to 32.8 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **33. Order of business**

- 33.1 The order of business at annual and special general meetings is as follows:
  - (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;
  - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting.
  - (i) ratify any new rules made by the strata corporation under section 125 of the *Act*.
  - (j) report on insurance coverage in accordance with section 154 of the *Act*, if the meeting is an annual general meeting;
  - (k) approve the budget for the coming year in accordance with section 103 of the *Act*, if the meeting is an annual general meeting;
  - (l) deal with new business, including any matters about which notice has been given under section 45 of the *Act*;
  - (m) elect a council, if the meeting is an annual general meeting;
  - (n) terminate the meeting.

## **Small Claims Court Proceedings**

### **34. Authorization to proceed**

- 34.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest, or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

## **Insurance**

### **35. Insuring against major perils**

- 35.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

## **Storage**

### **36. Storage lockers and bicycle storage**

- 36.1 A tenant, occupant, visitor or guest must store bicycles only in the garage parking area or the bicycle racks.
- 36.2 A tenant, occupant, visitor or guest must store and lock skis and snowboards in the ski room, locks must be provided by the owner or their agent. Skis and snowboards must not be taken to rooms.
- 36.3 A tenant, occupant, visitor or guest must not store any hazardous or flammable substances in strata lots or on the common property including, without limitation, storage lockers.

## **Appearance of strata lots**

### **37. Cleanliness**

- 37.1 Any rental manager, owner, tenant, occupant, visitor or guest must not allow a strata lot to become unsanitary. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored on common property or limited common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the party responsible.
- 37.2 Any rental manager, owner, tenant, occupant, visitor or guest must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

### 38. Miscellaneous

- 38.1 An owner, tenant, occupant, visitor or guest must not smoke or vape in or on; a strata or any common property that is located within the building, or on a balcony, patio, or deck that is limited common property.
- a) "smoke" or "smoking" includes the use of cigarettes, cigars, pipes, hookah pipes or other lighted smoking equipment that burns tobacco or other weed substances including marijuana.
  - b) "vape" or "vaping" includes using an activated e-cigarette.
- 38.2 A tenant, occupant, visitor or guest must not use or store gas barbecues on common property, including limited common property. An owner must ensure that the barbecue is locked.
- 38.3 An owner, tenant, occupant, visitor or guest must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 38.4 An owner, tenant, occupant, visitor or guest must not wear or use inline skates and skateboards anywhere in the building.
- 38.5 An owner, tenant, occupant, visitor or guest must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising or notices of any kind on the common property, limited common property, or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 38.6 An owner, tenant, occupant, visitor or guest must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 38.7 An owner, tenant, occupant, visitor or guest must not shake rugs, carpets, mops or dusters of any kind or throw cigarette butts or any other items from any balcony, window, stairway or other part of a strata lot or common property.
- 38.8 An owner, tenant, occupant, visitor or guest must ensure that window coverings, including, but not exhaustively, drapes and blinds visible from the outside of the building are cream or white in colour or, if otherwise, have been approved by council.
- 38.9 An owner, tenant, occupant, visitor or guest must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies, patios or other parts of the building so that they are visible from the outside of the building.
- 38.10 An owner, tenant, occupant, visitor or guest must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing or affixed, self-contained planter boxes or containers, summer furniture and accessories that will not extend or cause to be extended over the edge of the balcony. There shall be no ivy or creeping plants.
- 38.11 An owner, tenant or occupant who installs Christmas lights must install them after December 1 of the year approaching Christmas and must remove them before January 15 of the year following Christmas.

- 38.12 An owner, tenant, occupant, visitor or guest must only bring artificial Christmas trees into a strata lot or on common property, including limited common property.
- 38.13 An owner, tenant, occupant, visitor or guest must not wear spiked golf shoes in the building or the garage.
- 38.14 An owner, tenant, occupant, visitor or guest must not use or occupy, or permit to be used or occupied, a strata lot, the common property, or limited common property or common assets for the purpose of growing, producing, harvesting, marketing, selling or distribution of marijuana.
- 38.15 The Wildwood Lodge is a managed facility with a staffed front desk. To facilitate owner relations and ensure fast response in the event of an emergency, owner contacts, keys and unit access information is shared with the front desk operator. Availability is limited to the building's caretaker, strata agent, and contractors approved by the strata council in the event of an emergency. Information will not be shared with any third parties in accordance with privacy laws.

### **Voluntary Dispute Resolution**

#### **39. Voluntary Dispute Resolution**

- 39.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
  - (a) all the parties to the dispute consent, and
  - (b) the dispute involves the *Act*, the regulations, the bylaws or the rules.
- 39.2 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 strata council or one impartial chair appointed by the strata council.
- 39.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.