



## **STRATA PROPERTY ACT**

### **[SBC 1998] CHAPTER 43**

#### **Schedule of Standard Bylaws**

##### **Division 1 — Duties of Owners, Tenants, Occupants and Visitors**

###### **Payment of strata fees**

- 1** (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.  
  
(2) If an owner is late in paying the owner's strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

###### **Repair and maintenance of property by owner**

- 2** (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.  
  
(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.  
  
(3) An owner, tenant, occupant or visitor must not do anything or permit anything to be done that may 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* (British Columbia) (the "**Act**"). If an owner, or a tenant, occupant or visitor for whom an owner is responsible causes any such damage, the owner must compensate and indemnify the strata corporation for any reasonable costs and/or expenses arising from the repairs of such damage.

###### **Use of Property**

- 3** (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,

- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal,
- (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,
- (f) is injurious to the reputation of the buildings, or
- (g) may cause structural alteration to a strata lot, or may alter the exterior façade of the buildings or a strata lot, or may alter the wiring, plumbing, piping, or other services to a strata lot or within any bearing or party wall or the common property without first obtaining the written consent of the strata council.

#### **Inform strata corporation**

- 4 (1) Within 2 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 plan, if any.
- (2) On request by the strata corporation, an owner must inform the strata corporation of the name of any tenant or occupant residing in the strata lot of that owner.

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

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.

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

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

### **Permit entry to strata lot**

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the Strata Lot:
- (a) in an emergency, without notice, to prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and
  - (b) at a reasonable time, on a minimum of 24 hours written notice:
    - (i) to inspect, maintain or repair common property or common assets; or
    - (ii) to ensure the *Strata Property Act* (British Columbia), as amended or replaced, and these bylaws are being complied with.
- (2) The notice referred to in subsection (1)(b) must include the date, the approximate time of entry and the reason for the entry.
- (3) If the authorization cannot be obtained then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

### **Leasing Requirements**

- 8 (1) An owner must:
- (a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the *Residential Tenancy Act* (British Columbia) as amended or replaced); and
  - (b) cause the tenant to execute a Form K - Notice of Tenant's Responsibilities as provided in the *Strata Property Act* (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the strata corporation with a copy thereof.
- (2) An owner, tenant, occupant or resident must not use a strata lot for short-term accommodation purposes, including, without limitation, a bed-and-breakfast, lodging house, hotel, home exchange, time share or vacation rental.

(3) Without limiting the generality of subsection (2), an owner must not rent a strata lot to a tenant unless the lease agreement provides that the term of the lease is for no less than 30 days.

## **Pets**

**9** (1) An owner, tenant or occupant must not keep any animals or pets of any kind in a strata lot or on or about the common property, which includes the outside grounds of the strata plan, except in accordance with these bylaws and any rules and regulations established by the strata corporation from time to time.

(2) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) a reasonable number of caged birds; and
- (d) one or more dogs and cats as follows:
  - (i) one dog and one cat; or
  - (ii) two dogs; or
  - (iii) two cats.

(3) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, must register that pet with the strata corporation by providing to the strata corporation a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).

(4) An owner, tenant or occupant of a strata lot must not permit a pet to be on common property unless the pet is leashed and under the control of the owner of the pet or another responsible adult.

(5) An owner of a pet will not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the pet owner must immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:

- (a) any special cleaning is required as a result of the pet urinating or defecating, the owner, tenant or occupant will pay all costs of such special cleaning; or

- (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating,

the owner, tenant or occupant will pay all costs of such replacement.

- (6) An owner, tenant or occupant whose visitor or invitee brings an animal or pet onto the common property must ensure that such visitor or invitee complies with all requirements of these bylaws as they relate to animals and must perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws as if the animal or pet were one kept by such owner, tenant or occupant.

- (7) The strata corporation may:

- (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and

- (b) require removal by an owner, tenant or occupant of any strata lot of any pet or other animal kept by the owner, tenant or occupant in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner, tenant or occupant of a strata lot, or causes danger or damage to any owner, tenant or occupant of the strata lot or to any property of the strata corporation or an owner, tenant or occupant of a strata lot.

### **Move-in/Move-out Procedure**

- 10 (1) The strata corporation may regulate the times and manner in which any moves into or out of the strata lots may be made. An owner, tenant or occupant must abide any move-in and move-out rules established by the strata corporation from time to time, including, without limitation, those rules requiring use of loading areas for loading and transport of items during a move-in or move-out.
- (2) An owner, tenant or occupant must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date.
- (3) An owner must pay to the strata corporation a non-refundable fee of \$200 for each move-in of the owner's strata lot 48 hours prior to any move-in.
- (4) An owner who conducts or permits to be conducted a move-in/move-out without notifying the strata corporation pursuant to subsection (2) or paying the applicable fee pursuant to subsection (3) may be charged by the strata corporation an equivalent amount in addition to any fines the strata corporation deems reasonable.
- (5) Within 10 business days prior to the sale of a strata lot, the applicable owner must notify the strata corporation in writing of the date of the sale and the name and contact particulars of the new owner.

## **No Smoking/Grow-ops**

- 11** (1) For the purposes of this bylaw 11, the following definitions apply:
- (a) “smoke” means inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed/marijuana/cannabis substances;
  - (b) “vape” means inhaling, exhaling, vaporizing or carrying or using an activated e-cigarette.
- (2) An owner, tenant, occupant or visitor must not smoke or vape in or on:
- (a) any strata lot;
  - (b) common property; or
  - (c) limited common property (including, without limitation, balconies, hallways, elevators, parking garages, service rooms, storage lockers, stairs and amenity rooms).
- (3) Notwithstanding subsection (2), an owner, tenant, occupant or visitor may smoke or vape in permitted smoking areas designated by the strata corporation from time to time.
- (4) An owner, tenant, occupant or visitor must not grow or permit to be grown cannabis in or on any strata lot, common property or limited common property.

## **Division 2 — Powers and Duties of Strata Corporation**

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

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

- (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
  - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
  - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot 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.

### **Division 3 — Council**

#### **Council size**

- 13** The council must have at least 3 and not more than 7 members.

#### **Council members' terms**

- 14** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.
- (3) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.

#### **Removing council member**

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

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

### **Replacing council member**

- 16 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
  - (2) A replacement council member may be appointed from any person eligible to sit on the council.
  - (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
  - (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 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.

### **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 vice president, a secretary and a treasurer.
  - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
  - (3) The vice president has the powers and duties of the president
    - (a) while the president is absent or is unwilling or unable to act, or
    - (b) for the remainder of the president's term if the president ceases to hold office.
  - (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling council meetings**

- 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.
  - (2) The notice does not have to be in writing.
  - (3) A council meeting may be held on less than one week's notice if



- (a) all council members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all council members either
  - (i) consent in advance of the meeting, or
  - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

### **Quorum of council**

- 19** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
  - (b) 2, if the council consists of 2, 3 or 4 members,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

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

### **Voting at council meetings**

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

(2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

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

**22** The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

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

**23** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

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

(4) The council may not delegate its powers to determine, based on the facts of a particular case,

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

#### **Spending restrictions**

**24** (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

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

- 25** (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

## **Division 4 — Enforcement of Bylaws and Rules**

### **Maximum fine**

- 26** (1) The strata corporation may fine an owner, tenant or occupant a maximum of the greater of:
- (a) (i) \$200 for each contravention of a bylaw;
  - (ii) \$50 for each contravention of a rule; and
  - (iii) in the case 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, \$1,000 for each contravention of the bylaw; and
- (b) the maximum prescribed amount under the Act or any regulations thereto, as amended from time to time.
- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days, or in the case of a bylaw under subsection (1)(a)(iii), daily.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

### **Small Claims Actions**

- 27** Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote of the strata corporation.

## **Division 5 — Annual and Special General Meetings**

### **Person to chair meeting**

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

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

- 29** (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **Voting**

- 30** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

- (8) An owner may not exercise the owner's vote in respect of the owner's strata lot if the strata corporation is entitled to register a lien under the Act against that owner's strata lot, except on matters requiring a unanimous vote.

### **Electronic Attendance At Meetings**

- 31 (1) A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- (2) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

### **Electronic Annual and Special General Meetings**

- 32 (1) At the discretion of the council, annual and special general meetings may be held by electronic means (an "electronic general meeting"), in whole or in part, provided that eligible voters and other participants must have the opportunity to communicate with each other in real time, including communicating during discussion on and voting for all resolutions and in the case of an annual general meeting, approval of the budget and election of the council.
- (2) A person who is eligible to vote may attend an electronic general meeting so long as the person and the other participants can communicate with each other.
- (3) A person present at an electronic general meeting is deemed to be present in person for the purposes of the meeting.
- (4) The following bylaws regarding voting at electronic annual and special general meetings will apply notwithstanding bylaw 30 [Voting]:
- (a) Voting at electronic general meetings may, at the discretion of the chair, be conducted verbally by roll call or by electronic voting methods including without limitation chat or polling functions.
  - (b) Voting cards will not be issued for electronic general meetings.
  - (c) If a precise count is requested, the chair must determine whether it will be verbally by roll call, electronic voting or by secret ballot.
  - (d) Secret ballots may be used, at the discretion of the chair, for voting at electronic general meetings provided that all eligible voters remain anonymous while voting. If the chair determines that a secret ballot will be used, the chair must appoint a scrutineer to receive the secret ballots using a secret ballot method established by the chair. The designated scrutineer will provide a synchronous report to the chair of the results of the secret ballot vote and the
  - (e) The council or the strata property manager must mail, fax or send by e-mail to owners proxy forms for electronic general meetings together with the notice of such electronic general meeting. Owners must complete and deliver by mail, fax or by e-mail to the council, care of the strata manager, such proxy forms at or before the time for registration for the electronic general meeting.

## Order of business

**33** 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.

## Quorum

- 34** (1) Despite section 48(3) of the *Strata Property Act*, the failure to obtain a quorum for a meeting demanded under section 43 of the *Strata Property Act* terminates, and does not adjourn, that meeting.
- (2) Except in the case of a meeting demanded under section 43 of the *Strata Property Act*, if within 1/2 hour from the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.

## Division 6 — Voluntary Dispute Resolution

### Voluntary dispute resolution

- 35** (1) A dispute among owners, tenants, the strata corporation or any combination of

them may be referred to a dispute resolution committee by a party to the dispute if

- (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **Division 7 — Common Property**

### **Use of Amenities**

- 36** (1) An owner, tenant, occupant or visitor must comply with booking procedures, rules, regulations or guidelines for the use of any recreational and social facilities established by the strata corporation from time to time.

### **Fitness Room Waiver**

- 37** (1) Without limiting the generality of bylaw 26 [Use of Amenities] or any other rules or regulations governing the use of the fitness room enacted by the corporation from time to time, an owner, tenant, occupant or visitor must not use the fitness room unless such owner, tenant, occupant or visitor signs a waiver/indemnifier in a form satisfactory to the strata corporation prior to use.

### **Food Delivery**

- 38** (1) An owner, tenant or occupant must not permit a food delivery courier to enter into any building (including, for clarity, the lobby of any building or any areas not accessible without a key-fob). An owner, tenant or occupant must request that any food delivery courier meet and deliver food to such owner, tenant or occupant outside of the building.
- (2) An owner, tenant or occupant must retrieve any food delivered by a food delivery courier forthwith upon delivery and must not permit food deliveries to remain on the common property for more than one hour.

### **Parking Areas**

- 39** (1) For the purposes of this bylaw 39 and bylaw 40 [Visitor Parking Stalls], the following definitions apply:
- (a) “residential parking area” means the parking area designated for parking by residents of W1 on levels P1 and P2 of the buildings;

- (b) “visitor parking area” means the parking area designated for parking by visitors to W1 on level P1 of the buildings; and
  - (c) “parking areas” means the residential parking area, the visitor parking area, and any other areas designated by the strata corporation as parking stalls on the common property of W1 from time to time.
- (2) An owner, tenant, occupant or visitor must comply with:
- (a) rules established by the strata corporation governing the use of the parking areas; and
  - (b) signs posted around the parking areas governing the use of the parking areas, including, without limitation, signs indicating a maximum speed limit, a maximum time limit, or a prohibition on parking.
- (3) An owner must not use a parking stall in the residential parking area, an EV outlet affixed thereto or an EV charging station affixed thereto unless such parking stall has been assigned to such owner. An occupant, tenant or visitor must not use a parking stall in the residential parking area, an EV outlet affixed thereto or an EV charging station affixed thereto unless the owner assigned to such parking stall has provided consent to such use.
- (4) An owner, tenant, occupant or visitor must park within the lines designating the outer boundaries of any parking stall in the parking areas. Without limiting the generality of the foregoing, an owner, tenant, occupant or visitor must not use a parking stall in such a manner that may unreasonably interfere with the use of a parking stall by another owner, tenant, occupant or visitor, or impede the flow of traffic in the parking areas.
- (5) An owner, tenant, occupant or visitor must not permit oil, gasoline or any other flammable substances to remain on the surface of a parking stall in the parking areas assigned or used by such owner, tenant, occupant or visitor.
- (6) An owner, tenant, occupant or visitor must take out and continuously maintain storage or motor vehicle insurance, as applicable, for any motor vehicles that such owner, tenant, occupant or visitor stores or parks in any parking stall.
- (7) An owner, tenant, occupant or visitor must wait for the gates permitting traffic in and out of the parking areas to close completely before proceeding, provided that such owner, tenant, occupant or visitor may proceed if a traffic light installed adjacent to the gate subsequently turns green by the operation of a remote/fob to open such gate by another owner, tenant, occupant or visitor.
- (8) An owner, tenant, occupant or visitor must not use or store anything on a parking stall that will cause the parking stall or the parking areas to become unsightly, unsanitary, untidy, malodorous or unsafe.

### **Visitor Parking Stalls**

- 40** (1) An owner, tenant or occupant must not use a parking stall in the visitor parking area except to provide temporary parking to visitors of W1, unless such owner, tenant or occupant obtains prior written consent from the strata corporation for an alternative use.



(2) A visitor must not use any parking stall in the visitor parking area unless a visitor parking pass issued by the owner developer or the strata corporation is visibly displayed.

(3) A visitor must not park in the visitor parking area except in strict compliance with rules established by the strata corporation and signs posted in the visitor parking area, unless such visitor obtains prior written consent from the strata corporation. A visitor may obtain consent by submitting a request to the concierge or any agent of the strata corporation.

(4) A visitor must not park in the visitor parking area overnight unless such visitor obtains from the concierge and visibly displays an overnight parking pass.

### **Car Wash**

**41** (1) An owner, tenant, occupant or visitor must not use the carwash except in strict compliance with the rules and guidelines for use of the car wash established by the strata corporation or posted in, on or near the car wash from time to time.

(2) An owner must not use the car wash unless such owner signs a waiver/indemnifier in a form satisfactory to the strata corporation prior to use. An occupant, tenant, or visitor must not use the car wash unless such occupant, tenant or visitor co-signs with an owner such waiver/indemnifier prior to use.

(3) An owner, tenant, occupant or visitor must compensate the strata corporation for any cost or expense for any damage such owner, tenant, occupant or visitor may cause to the car wash.

### **Garbage Room**

**42** (1) An owner, tenant, occupant or visitor must comply with the rules established by the strata corporation, and signs and guidelines posted in the garbage room governing the use of the garbage room including, without limitation, the proper disposal of garbage, refuse, recyclables, or organics.

(2) Without limiting the generality of subsection (1), an owner, tenant, occupant or visitor must sort and dispose of garbage, refuse, recyclables, organics, or any other disposed materials in the correctly marked disposal bins. An owner, tenant, occupant, or visitor must compensate the strata corporation for any cost or expense caused by improper disposal thereof.

### **Balcony Storage**

**43** (1) An owner, tenant or occupant must not use a balcony except in strict compliance with rules and guidelines established by the strata corporation from time to time.

(2) Without limiting the generality of subsection (1), an owner, tenant or occupant must not use or store anything on a balcony that may:

(a) cause the balcony or the buildings to become unsightly, unsanitary, untidy, malodorous or unsafe; or

(b) attract pests or rodents, including without limitation the storage of perishable foods.

### **In-Suite Heat Pump Maintenance**

- 44** (1) Subject to subsection (2), an owner must arrange for the in-suite heat pump located in such owner's strata lot to be inspected and serviced by a qualified mechanical contractor on an annual basis. An owner must deliver evidence of such annual inspection and service to the strata corporation upon written request.
- (2) The strata corporation may arrange for, or enter into a service agreement with, a qualified mechanical contractor to inspect, service, or otherwise maintain all in-suite heat pumps in the buildings on an annual basis. If an owner provides access or causes their tenant or occupant to provide access to such contractor for the foregoing purposes and such inspection and/or service is completed, the requirement under subsection (1) is deemed to be satisfied and the cost of the inspection and/or service will be included in the owner's strata fees. The strata corporation is not obligated to further arrange for such inspection or service to those owners who fails to provide access.

### **Fire Alarm Inspection**

- 45** (1) Subject to subsections (2) and (3), an owner must arrange for fire alarm devices located in such owner's strata lot to be inspected and serviced by a qualified technician on an annual basis. An owner must deliver evidence of such annual inspection and service to the strata corporation upon written request.
- (2) The strata corporation will arrange for, or enter into a service agreement with, a qualified technician to inspect, service, and/or otherwise maintain fire alarm devices in the buildings including in strata lots on an annual basis (the "first fire alarm inspection"). If an owner provides or causes their tenant or occupant to provide access to their strata lot to such technician for the first fire alarm inspection and the first fire alarm inspection is completed, the requirement under subsection (1) is deemed to be satisfied. The cost of the first fire alarm inspection will be included in the owner's strata fees, provided that the owner provides or causes their tenant or occupant to provide access to the technician during the time(s) arranged by the strata corporation, or alternate time(s) agreed to between the strata corporation and an owner during the period the first fire alarm inspection is conducted.
- (3) If any owner fails to provide or fails to cause their tenant or occupant to provide access in accordance with subsection (2), the strata corporation may, but shall not be obligated to, arrange for a second inspection, service and/or maintenance of fire alarm devices in strata lots by a qualified technician within the same year (the "second fire alarm inspection"). Owners of strata lots who fail to provide or cause their tenant or occupant to provide access for the first fire alarm inspection must provide access or cause their tenant or occupant to provide to the technician access to their strata lot for the second fire alarm inspection. If an owner provides or causes their tenant or occupant to provide access to their strata lot to such technician for the second fire alarm inspection and the second fire alarm inspection is completed, the requirement under subsection (1) is deemed to be satisfied. The cost of the second fire alarm inspection will not be included in the owner's strata fees and the owner must reimburse the strata corporation for a proportion of the costs required to conduct the second fire alarm inspection, which proportion will be reasonably determined by the strata corporation.

### **Storage Areas**

- 46** (1) An owner, tenant, occupant or visitor must not use or store anything in the

storage area including in any storage locker, bike locker, or surrounding area thereto that may:

- (a) cause the storage area to become unsanitary, untidy, malodorous or unsafe; or
- (b) attract pests or rodents, including without limitation the storage of perishable foods.

#### **Parking/Storage Area/Bike Locker Lease**

**47** Each owner of a strata lot may be entitled to the exclusive use of zero, one or more of the parking stalls and may be entitled to the use of a storage area and/or a dedicated bike locker located in the parking facility pursuant to a partial assignment of the parking/storage area/bike locker lease or leases (collectively, the "Parking/Storage Area/Bike Locker Lease") between 0881269 B.C. Ltd. and Pacific Place Developments Corporation as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Area/Bike Locker Lease:

(1) the tenant may partially assign the Parking/Storage Area/Bike Locker Lease and its rights under the Parking/Storage Area/Bike Locker Lease pertaining to particular Parking Stalls, Storage Areas and Designated Bike Lockers to the strata corporation and/or purchasers or owners of the strata lots and/or strata lots in any adjacent developments and the Concord Developments;

(2) the tenant, its employees, agents, sublessees, assignees (including without limitation, the tenants of the Rented Stalls (as defined in the Parking/Storage Area/Bike Locker Lease)) and other persons have the non-exclusive right to use that portion of the common property of the respective strata development as is reasonably required in connection with the use and/or occupation of the Parking Stalls, Storage Areas and Designated Bike Lockers (including without limitation the use of any corridors necessary to access the Parking Stalls, Storage Areas and Designated Bike Lockers); and

(3) upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of 0881269 B.C. Ltd. under the Parking/Storage Area/Bike Locker Lease with respect to the Parking Stalls, Storage Areas and Designated Bike Lockers which are located on the common property, including without limitation, the obligation to maintain an accurate list of all Parking Stall, Storage Area and Designated Bike Locker allocations and to supply the tenant with a list of such allocations within 5 days of a request.

Certain Parking Stalls are designated as handicapped stalls (the "Handicapped Stalls"). If a holder of an interest (the "Non-Handicapped Owner") in a Handicapped Stall is not handicapped, then the strata corporation may require that the Non-Handicapped Owner exchange his or her interest in the Handicapped Stall with a handicapped holder of an interest (the "Handicapped Owner") in a non-handicapped Stall (the "Non-Handicapped Stall") for zero consideration. Such an exchange will be accomplished by the Non-Handicapped Owner partially assigning the Parking/Storage Area/Bike Locker Lease to the Handicapped Owner in respect of the Handicapped Stall, and the Handicapped Owner partially assigning the Parking/Storage Area/Bike Locker Lease to the Non-Handicapped Owner in respect of the Non-Handicapped Stall. The Non-Handicapped Owner and the Handicapped Owner will each execute a partial assignment of the Parking/Storage Area/Bike Locker Lease in favour of the other substantially in the form attached as Schedule B to the Parking/Storage Area/Bike Locker Lease, and the strata corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Non-Handicapped Owner to effect such transfer.

## Garden Plots

- 48** (1) Certain owners of strata lots may be entitled to the exclusive use of one of the community garden plots located within the common property of the Development pursuant to a partial assignment of the garden plot lease (the "Garden Plot Lease") between 0881269 B.C. Ltd. and Pacific Place Developments Corporation as tenant, a copy of which is attached hereto. Pursuant to the Garden Plot Lease:
- (a) the tenant may partially assign the Garden Plot Lease and its rights under the Garden Plot Lease pertaining to particular Garden Plots to the strata corporation and/or purchasers or owners of the strata lots and/or strata lots in any adjacent developments (the "Gardeners");
  - (b) the tenant, its employees, agents, sublessees, assignees and other persons have the nonexclusive right to use that portion of the common property of the strata development as is reasonably required in connection with the use and/or occupation of the Garden Plots (including without limitation the use of any corridors necessary to access the Garden Plots);
  - (c) upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of 0881269 B.C. Ltd. under the Garden Plot Lease with respect to the Garden Plots which are located on the common property, including without limitation, the obligation to maintain an accurate list of all Garden Plot allocations and to supply the tenant with a list of such allocations within 5 days of a request; and
  - (d) each Gardener is responsible for the upkeep and maintenance of their Garden Plot. In the event a Garden Plot is not maintained in accordance with the terms of the Garden Plot Lease, the rights to the Garden Plot are to be transferred to the Strata Corporation.
- (2) In addition to any maintenance obligations it may have under the Garden Plot Lease, a Gardener must:
- (a) maintain its garden plot continuously and in such a manner so as to keep a clean and slightly state (for clarity, a Gardener is not obligated to continuously keep its garden plot planted, provided the garden plot does not become unsightly, unsanitary or untidy);
  - (b) clean any dirt or debris which the Gardener may create or cause from use of its garden plot;
  - (c) not permit water to overflow from its garden plot and not water its garden plot in a manner which may cause water to accumulate in the areas surrounding the garden plots;
  - (d) without limiting the generality of the bylaw 11(4) [No Smoking/Grow ops], not grow or permit to be grown cannabis in its garden plot;
  - (e) not use or store anything in its garden plot and surrounding areas that may:
    - (i) cause the garden plot to become unsanitary, untidy,

malodorous

or unsafe; or

(ii) attract pests or rodents.

(3) An owner must not use a garden plot unless such garden plot has been assigned to such owner. An occupant, tenant or visitor must not use a garden plot unless the owner assigned to such garden plot has provided consent to such use.

(4) Any produce or plants which may grown in an garden plot will be the exclusive property of the Gardener of such garden plot. An owner must not take or remove any plant, produce or thing from a garden plot unless such garden plot has been assigned to such owner. An occupant, tenant or visitor must not take or remove any plant, produce or thing from a garden plot unless the owner assigned to such garden plot has provided consent for such occupant, tenant or visitor to do so.

### **Planters/Landscaped Areas**

**49** Owners will not place planters, landscaping or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, landscaping items or equipment (including, without limitation, landscaped areas and/or planters designated as limited common property and installed as part of the original development) will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. No strata lot owner within a landscaped area and/or planter designated as limited common property will change, alter or amend the plantings within such landscaped areas and/or planters without the written consent of the strata council.

### **Bicycle Storage**

**50** The owners of the strata lots will be entitled to use the bike racks, if any, located in a secured area or areas located within the parking facility and 'or the common property designed for that purpose, in accordance with the rules and policies of the Strata Corporation. Such bike racks do not include the secure dedicated bike lockers, which will be assigned pursuant to the Parking/Storage Area/Bike Locker Lease as described in bylaw 47 [Parking/Storage Area/Bike Locker Lease] above. The strata council will, subject to the provisions of the *Strata Property Act* (British Columbia), as amended or replaced, be responsible for the orderly administration of the use of bike racks by the owners. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bike racks, including charging fees to users if approved by resolution of the strata corporation.

### **Larger Parking Stalls**

**51** An owner of a strata lot who has been assigned the use of a parking stall which is larger in size than a standard parking stall may park two vehicles or park one vehicle and store one other recreational vehicle such as motorbikes, canoes or kayaks within such stall, provided that such arrangements do not obstruct access to and use of the drive aisles and/or other parking stalls by other users and are in compliance with all applicable laws and bylaws. An owner of a strata lot who has been assigned the use of a parking stall or stalls enclosed in a garage may store items and personal belongings within such garage, provided that such arrangements do not obstruct access to and use of the drive aisles

and/or other parking stalls by other users, do not create any hazard, threat or danger to the parking facility, the development, the strata corporation or to other strata lot owners and/or their personal property, and are in compliance with all applicable laws and bylaws.

### **Skates, Skateboards, Bicycles, Hockey**

- 52** An owner, tenant, occupant or visitor must not use inline skates, skateboards, bicycles and/or hockey equipment anywhere within a building, including, without limitation, a strata lot, the underground parking, or any other enclosed common property.

## **Division 8 – Owner Developer Matters**

### **Promotion**

- 53** (1) During the time that the owner developer of the strata corporation is a the owner or lessee of any strata lots, it shall have the right to maintain any strata lot or strata lots, whether owned or leased by it, as a display unit or marketing center, and to carry on marketing, sales or leasing functions it considers necessary in order to enable it to sell or lease the strata lots.
- (2) As may be reasonably determined by the owner developer in order to enable or assist it in marketing or selling any strata lot within the development or other developments by the owner developer or a party related to or affiliated with the owner developer, it may:
- (a) use any area of the common property to conduct the marketing, sale or lease of strata lots (including by way of hosting promotional events) for up to 48 months after the date of first occupancy of any strata lot within the development;
  - (b) use any area of the common property to carry on any marketing activities (including without limitation photography and/or video sessions) in connection with the sale or lease of strata lots in the strata plan or other strata lots and/or properties owned by the owner developer or such related entity for up to 48 months after the date of first occupancy of any strata lot in the strata plan; and
  - (c) have access to any and all parts of the common property and common facilities for the purpose of showing units, the common property and the common facilities to prospective purchasers and their representatives for as long as the owner developer considers necessary in order to market or sell any such strata lots.
- (3) have access to any and all parts of the common property and common facilities for the purpose of showing units, the common property and the common facilities to prospective purchasers and their representatives for as long as the owner developer considers necessary in order to market or sell any such strata lots.

### **Storage Room**

- 54** For a period of ten (10) years after the registration of the strata plan for the strata development, the owner-developer will be entitled to designate for its use one (1) or more storage rooms of its choice within the common property and will be entitled to free access to and from such storage rooms through the development and the use of such storage room for the storage of building materials and equipment at all times during the ten-year period. The owner-developer will be entitled to install its own lock on the door and the

strata corporation will not be entitled to a key during that ten-year period provided that after the end of the ten-year period, the owner-developer will, upon request by the strata corporation, deliver up vacant possession of the storage room and all keys thereto.

## **Division 9 – Privacy Policy**

### **Interpretation**

- 55** Any term not otherwise defined in this Division 9 has its meaning set out in the *Personal Information Protection Act* (British Columbia), as may be amended or replaced from time to time and any regulations thereto (collectively, “PIPA”). In the event of conflict or inconsistency between this Division 9 and PIPA, the provisions of PIPA will prevail.

### **Collection, Use and Disclosure of Personal Information**

- 56** (1) **Purposes.** The strata corporation may collect, use and/or disclose personal information for the following purposes:
- (a) identifying and communicating with owners and tenants;
  - (b) processing strata fee payments;
  - (c) responding to emergencies;
  - (d) ensuring the orderly management of the strata corporation;
  - (e) complying with legal requirements;
  - (f) allowing for use of video surveillance to ensure the personal safety and security of property of owners, tenants, occupants and visitors;
  - (g) preventing unauthorized access to the common property and strata lots;  
and
  - (h) enforcing bylaws for the purposes listed herein to the extent permitted by law, (collectively, the “Purposes”)
- (2) **Personal Information Collected.** The strata corporation may collect and store the following types of personal information:
- (a) names, addresses, telephone numbers and e-mail addresses of owners, tenants and occupants of strata lots;
  - (b) banking, credit card and payment information;
  - (c) names, addresses, telephone numbers and e-mail addresses of emergency contacts for owners, tenants and occupants of strata lots;
  - (d) vehicle descriptions, license plate numbers and vehicle insurance information;
  - (e) pet information;
  - (f) owner or tenant insurance information;

- (g) debts owed by owners to the strata corporation;
- (h) records of bylaw and rule infractions by owners, tenants, occupants or visitors, including any evidence or correspondence required to establish such infractions;
- (i) records of use of amenities or facilities such as the car wash and fitness room, including any waivers signed by owners, tenants, occupants or visitors for the use thereof;
- (i) information regarding mortgagees who have requested information or notifications from the strata corporation;
- (j) data collected from fob usage to access or exit the buildings, strata lots or the common property, or to use the amenities or facilities including without limitation the parking facilities and fitness room;
- (k) information collected by 24 hour video surveillance at building entrances, in elevators, in the parkade, and in other common areas including without limitation the amenity areas, garbage areas and loading docks; and
- (l) all other personal information permitted by law.

(3) **Limitations on Collection, Use and Disclosure.** The strata corporation will only collect, use and disclose personal information that is necessary for the Purposes, to fulfill its obligations under the *Strata Property Act* and in accordance with PIPA. Without limiting the generality of the previous sentence, the strata corporation will only use, collect and disclose the minimum amount of personal information required to fulfill the Purposes and legal requirements, and will use reasonable discretion to refrain from using and disclosing personal information or to redact any personal information not necessary to fulfil the Purposes or legal requirements. The strata corporation will not collect, use or disclose personal information for purposes other than the Purposes except with the consent of the individual, or as required or permitted by law.

## Consent

- 57 (1) **Consent.** The strata corporation will obtain individuals' consent to collect, use or disclose their personal information, except where the strata corporation is legally authorized or required by law to do so without consent. The strata corporation may collect, use and disclose personal information without consent or knowledge of the individual where such collection, use or disclosure is required or permitted by law including without limitation, sections 12, 15 and 18 of PIPA and sections 35 and 36 of the *Strata Property Act*.
- (2) **Withdrawal of Consent.** Where express consent is required, individuals may withdraw their consent to the collection, use or disclosure of their personal information by giving the strata corporation reasonable notice, and the strata corporation will stop collecting, using or disclosing such individual's personal information, unless doing so would frustrate performance of a legal obligation of the strata corporation.
- (3) **Implied Consent.** The strata corporation is deemed to have obtained implied consent to collect, use or disclose personal information where (a) the purpose of such collection, use or disclosure is reasonably obvious or (b) the individual subjectively knows



the purpose of such collection, use or disclosure, and the individual voluntarily provides personal information for that purpose.

## **Retention and Security**

**58 (1) Retention.** Pursuant to section 35 of PIPA (as may be amended or renumbered from time to time), the strata corporation will keep personal information used to make a decision directly affecting an individual for at least one year after the decision is made. Subject to the foregoing one-year retention requirement, the strata corporation will only retain personal information for as long as necessary to fulfill the Purposes or as long as required for a legal or business purpose, including compliance with the *Strata Property Act* document retention requirements.

**(2) Security.** The strata corporation will implement measures or will reasonably cause its contractors to implement measures to protect against risks of unauthorized access, collection, use, disclosure, copying, modification or dissemination of any personal information, including by:

(a) storing banking and payment information with the strata corporation's property management company, and limiting access of such information to authorized employees of the property management company;

(b) storing digital copies of personal information, including without limitation video surveillance and fob data, in a password protected computer which is accessible only by the strata council, members of the concierge, and authorized members of the property management company;

(c) storing physical copies of personal information in a locked cabinet accessible only by the strata council, members of the concierge, and authorized members of the property management company;

(d) except as required to duly and efficiently fulfill the Purposes or as otherwise set out hereunder, only retain video surveillance recordings for no more than six (6) weeks; and

(e) using secure methods of personal information disposal, such as shredding of physical files and deleting electronically stored information whenever personal information requires destruction.

## **Requests for Access of Personal Information**

**59 (1) Access.** Individuals may request copies of their personal information that is under the strata corporations' custody or control and may request disclosure of the ways in which, and to whom, such personal information has been or will be used or disclosed by the strata corporation.

**(2) Requests for Access.** To access any personal information, an individual must submit a written request to the strata corporation, which request must clearly and specifically identify the type of personal information being sought. An individual is only entitled to access of that individual's own personal information (unless otherwise permitted by law) and the strata corporation will only grant access to personal information accordingly. As a condition of access to personal information, the strata corporation may require a requesting individual to provide identification to confirm, to the strata corporation's satisfaction, that the requesting individual is the same individual to which the personal information pertains. As permitted under PIPA, the strata corporation may charge

the requesting individual a minimal fee in order to provide access to and copies of personal information.

(3) **Response.** The strata corporation will use commercially reasonable efforts to respond to all requests within 30 days or will provide the requesting individual written notice if further time is needed to respond.

(4) **Refusal.** The strata corporation may refuse to provide a requesting individual access to personal information if the strata corporation determines that it is not legally or otherwise obligated to do so. If the strata corporation decides to refuse providing an requesting individual access to parts of or all requested personal information, the strata corporation will provide (a) written confirmation to the requesting individual of such refusal, (b) the reason or reasons for such refusal and (c) the recourses available to the requesting individual.

### **Accuracy of Personal Information**

- 60 (1) **Standard of Accuracy.** The strata corporation will keep personal information as accurate, complete and up-to-date as is necessary for the Purposes.
- (2) **Requests for Copies and Correction.** Individuals may request (in writing to the strata corporation) correction of their personal information that is under the control of the strata corporation in order to ensure its accuracy and completeness. If the strata corporation is satisfied that the individual's request for correction is reasonable, the strata corporation will or will cause such personal information to be corrected as soon as reasonably possible. If personal information is corrected following a request under this bylaw, the strata corporation will provide the corrected information to any organization to which the personal information was disclosed in the previous year. If the correction is not made, the strata corporation will note the individual's correction request on copies of the personal information in its possession.

### **Security Cameras and Video Surveillance**

- 61 The strata corporation may install, maintain and/or operate a video surveillance system on the common property at the discretion of the strata corporation, such system including without limitation affixed video cameras in the common property which transmit and record images of activities thereon. Notwithstanding the foregoing, the strata corporation will not use such video surveillance system to record images of areas where there is a reasonable expectation of privacy, including without limitation balconies, patios, windows fronting a strata lot, and bathrooms and changing rooms.

### **Questions or Complaints**

- 62 The strata property manager is responsible for ensuring the strata corporation's compliance with this Division 9 and PIPA. Individuals may direct any questions or concerns regarding the strata corporation's compliance, in writing, to the strata property manager, whose contact information is listed below. If the strata property manager is unable to resolve the concern, the individual may also write to the information and Privacy Commissioner British Columbia.

**END NOTES:**

Bylaws have been registered at Land Titles Office on an ongoing basis. These have included new bylaws and amendments to bylaws previously registered. The Bylaws listed herein are those currently in place for Strata Corporation EPS5144. Owners will be advised accordingly of any changes in the future. The following is a listing of registration numbers and dates of registration for owner's reference.

**CA8265012 – June 25, 2020**

Repeal and replace

**CA9111649 – June 18, 2021**

Bylaw Amendment

**CB13356 – June 17, 2022**

Bylaw Amendment, Bylaw Addition