

The Workshop

Strata Plan – LMS 3800

BYLAWS

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Division 1 – Duties of Owners, Tenants, Occupants and Visitors

1. Payment of Strata Fees

- (1) An Owner must pay Strata Fees on or before the first day of the month to which the Strata Fees relate.
- (2) Failure to pay strata fees in accordance with Bylaw 1 (1) will result in a fine of \$25 for each contravention of that bylaw. In addition, outstanding strata fees may incur an interest charge of 10% per annum, compounded annually. (Jan. 19/2005)
- (3) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy. (Jan. 19/2005)
- (4) Failure to pay a special levy on the due date will result in a fine of \$25 for each contravention of bylaw 1(3). (Jan. 19/2005)

2. Repair and Maintenance of Property by Owner

- (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. Use of Property

- (1) An Owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (2) An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these Bylaws or insure under section 149 of the Act.
- (3) An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An Owner, tenant 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) up to 2 caged birds;
 - (d) one dog or one cat.
- (5) An owner of a pet shall 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 owner shall 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: (February 22, 2006)
- (a) any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant shall 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 shall pay all costs of such replacement.
- (6) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property or into a strata lot shall ensure that the guests or invitee complies with all requirements of these bylaws as they relate to animals and shall 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 the owner occupant in his or her strata lot. (February 22, 2006)
- (7) Access to the roof by any route by anybody is strictly prohibited, except: Property Manager, Building Systems Manager, President, Vice-President, Housekeeper, Contractors duly engaged by the strata corporation. (Feb.23/2005)
- (8) Smoking on common property is strictly prohibited. Cigarette butts are to be disposed of in a safe and sanitary manner. (February 22, 2006)
- (9) It is an offence, subject to fines, to mark, change or deface or otherwise alter official notices posted by the strata council. Notices must be left where they are posted until removed by a council member or agent.
- (10) Owners must ensure that any debris on common property resulting from their building improvements or projects is thoroughly cleaned up before they leave the area.
- (11) **Parking** – parking area usage is limited to licensed/insured vehicles, boats, bicycles, motorcycles and trailers. No storage, especially of combustible/flammable or construction material is permitted in the parking area. Contravention of this bylaw is subject to a fine and the offending materials may be removed and disposed of at the strata lot owner's expense. (February 22, 2006)

4. Inform Strata Corporation

- (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, a tenant must inform the Strata Corporation of his or her name.

5. Obtain Approval before Altering a Strata Lot

- (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 or windows 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.
 - (h) wiring, plumbing, piping, heating, air conditioning and other services; or (February 22, 2006)
- (2) The 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 and, in writing, to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration. (February 22, 2006)
- (3) This section does not apply to a strata lot in a bare land Strata Plan.
- (4) An owner applying to the strata corporation for permission to alter a strata lot must submit in writing, detailed plans, specifications, and a written description of the intended alteration approved by a professional engineer, architect or other professional as the case may require. (February 22, 2006)

6. Obtain Approval before Altering Common Property

- (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.
- (a) 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 and, in writing, to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration. (February 22, 2006)
 - (b) An owner applying to the strata corporation for permission to alter common property must submit, in writing, detailed plans, specifications, and a written description of the intended alteration approved by a professional engineer, architect or other professional as the case may require. (February 22, 2006)

7. Permit Entry to Strata Lot

- (1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to

repair and maintain under these Bylaws or insure under section 149 of the Act,
or

- (ii) to ensure compliance with the Act and the Bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 -- Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation

- (1) The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the Strata Corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors and windows 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 and windows 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

9. Council Size

- (1) Subject to subsection (2), the Council must have at least 3 and not more than 7 members.
- (2) If the Strata Plan has fewer than 4 strata lots or the Strata Corporation has fewer than 4 Owners, all the Owners are on the Council.

10. Council Members' Terms

- (1) The term of office of a Council member ends at the end of the Annual General Meeting at which a replacement is elected.
- (2) A person whose term as Council member is ending is eligible for reelection.
- (3) In the election of Council members held at the first Annual General Meeting, all Council members must be elected for a term of one year.

- (4) In the election of Council members held at the second Annual General Meeting,
 - (a) if the Council has an even number of members, 1/2 the members must be elected for a term of 2 years and the remainder elected for a term of one year, or
 - (b) if the Council has an odd number of members, a simple majority must be elected for a term of 2 years, and the remainder elected for a term of one year.
- (5) In the election of Council members held at each Annual General Meeting after the second Annual General Meeting, the members elected to fill the vacant positions must be elected for a term of 2 years.

11. Removing Council Member

- (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.

12. Replacing Council Member

- (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.

13. Officers

- (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.

(5) Directors' & Officers' Liability

Council members, other owner volunteers, employees and agents and who provide services to the strata corporation will not be held personally liable for any act or omission performed/not performed in such capacity, provided that they have complied with the standard of care, disclosure obligations and any other criteria set forth in the Act, the regulations or the bylaws, and the strata corporation will indemnify and hold each of them harmless from and in respect of any costs or liability personally incurred notwithstanding this exclusion of liability.
(Feb. 23/2005)

14. Calling Council Meetings

- (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 possible after the meeting has been called.

15. Requisition of Council Hearing

- (1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Council Meeting.
- (2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within 2 weeks of the request.
- (3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

16. Quorum of Council

- (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.

17. Council Meetings

- (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.

18. Voting at Council Meetings

- (1) At Council Meetings, decisions must be made by a majority of Council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the Strata Plan, if there is a tie vote at a Council Meeting, the President may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Council Meeting must be recorded in the Council Meeting Minutes, along with the names of the Council members moving and seconding any resolutions, and the names of any dissenting or abstaining Council members.

19. Council to Inform Owners of Minutes

- (1) 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.

20. Delegation of Council's Powers and Duties

- (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.

21. Spending Restrictions

- (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.

22. Limitation on Liability of Council Member

- (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**23. Maximum Fine**

- (1) The strata corporation may fine an owner or tenant a maximum of
 - (a) \$200 for each contravention of a bylaw, and (February 22, 2006)
 - (b) \$50 for each contravention of a rule. (February 22, 2006)

24. Continuing Contravention

- (1) If an activity or lack of activity that constitutes a contravention of a Bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 -- Annual and Special General Meetings**25. Person to Chair Meeting**

- (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.

26. Participation by Other than Eligible Voters

- (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.

27. Voting

- (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) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised:
 - (i) 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 legal costs, of remedying a contravention of the bylaw or rules for which the owner is responsible under Section 131 of the Act, or; *(Jan. 19/2005)*
 - (ii) If the strata corporation is entitled to register a lien against the strata lot under Section 116(1) of the Act. *(Jan. 19/2005)*

28. Order of Business

- (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.

29. Quorum for annual or special general meeting

If within ½ hour after the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or proxy, constitute a quorum; this bylaw 29 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act. Failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

Division 6 -- Voluntary Dispute Resolution

30. Voluntary Dispute Resolution

- (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 -- Marketing Activities by Owner Developer

31. Display Lot

- (1) An Owner Developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An Owner Developer may use a strata lot, that the Owner Developer owns or rents, as a display lot for the sale of other strata lots in the Strata Plan.

Division 8 – Rentals

32. Rental Bylaw

Short-Term – Six to Twelve Months

- (1) The number of strata lots within the strata corporation that may be rented on a short term basis is limited to six (6). This does not include Strata Lot #6 which must be listed as a rental unit as long as it is owned by the City of Vancouver. An owner must request and receive written permission from council in advance of renting. (February 26, 2007)
- (2) The period of time for which strata lots may be rented as a short-term rental is a minimum of one month and a maximum of 12 months. (Feb. 19/2009)

- (3) An owner receiving permission to rent a strata lot must exercise the permission to rent within 90 days from the date that the council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed rented for the purposes of the limit stated in bylaw 32.1. (Feb. 23/2005)
- (4) A permission to rent granted pursuant to bylaw 32.1 is effective only in respect of the specific tenant who occupies the strata lot as a direct result of the permission. It does not apply to the strata lot itself generally and indefinitely and does not allow for subletting or space sharing. (Feb.23/2005)
- (5) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K, in accordance with section 146 of the Act. (Feb. 23/2005)
- (6) Within two (2) weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K — Notice of Tenants Responsibilities signed by the tenant in accordance with Section 146 of the Act. This applies to all owners, including original owners.
- (7) Where an owner rents a strata lot in contravention of this bylaw 32 the owner shall be subject to a fine of \$500.00 and the strata corporation may take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation. For so long as this contravention continues, the strata corporation may fine the owner again every seven days. (Feb. 23/2005)

Short-Term Renewal — Twelve Months

- (8) Notwithstanding bylaw 32.2, a short-term tenancy approved under bylaw 34.1 may be extended for an additional twelve months provided that permission is requested (per bylaw 32.1), granted (per bylaw 32.3), a Form K is given to the tenant (per bylaw 32.5) and to the strata corporation (per bylaw 32.6). The total period of time for which strata lots may be rented pursuant to this bylaw 32 must not exceed 24 months. (Feb. 23/2005)

Short-Term — Two Tenants

- (9) Should a tenancy terminate prematurely due to unforeseen circumstances, an owner may apply in writing to council to have another tenant assume the tenancy for the remainder of the term applicable pursuant to bylaw 32.2 or 32.8, subject always to compliance with the other provisions of this bylaw 32. (Feb. 23/2005)

Waiting Period

- (10) Subject to bylaws 32.8 and 32.9 an owner may make an application under bylaw 32.1 only once within a three (3) year period.

Long-Term Rentals

- (11) The number of strata lots within the strata corporation that may be rented on a long term basis (longer than 24 months) is limited to three (3). This does not include Strata Lot #6 which must be listed as a rental unit as long as it is owned by the City of Vancouver. An owner must request and receive written permission from council in advance of renting. (February 26, 2007)

Division 9 – Insurance**Insurance Claims**

33 (1) A resident must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of the strata corporation.

33 (2) The owner will indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, the common assets or to any strata lot by, or any cost incurred by the strata corporation as a result of, the owner's act, omission or negligence or by that of any member of the owner's family or the owner's tenants, invitees, employees or agents, but only to the extent that such expense or cost is not reimbursed from the proceeds of any insurance policy. In such circumstances, and for the purposes of this bylaw, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and shall be paid by the strata corporation and then charged to the owner as permitted by section 133 of the Act (ie. being the reasonable cost of the strata corporation remedying the contravention of paragraph (1) above), and will be added to and become a part of the assessment of the owner for the month next following the date on which the expense is incurred.

33 (3) In the event that loss or damage occurs to common property or limited common property or common facilities that gives rise to a valid claim under the Strata Corporation's insurance policy, it is agreed and understood that: if the origination of the loss is within the interior confines of an individual Strata Lot the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual Strata Lot owner in whose lot the cause of the damage originated.

The foregoing will also hold true if the careless, negligent or inattentive acts of a Strata Lot owner causes damage outside the Strata Lot and the origination of the loss is anywhere on the premises.

Division 10 – Damage to Property**Damage to Property**

34 (1) In the event of an emergency emanating from a strata lot whose occupant cannot be contacted, access for protection of common property, other strata lots and safety may be gained by force at the owner's expense.

34 (2) In the event that a resident or any member of their family or their guests, servants or agents cause damage to common property, limited common property or common facilities and the damage so caused is not covered by insurance, the Strata Lot owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement of the damage done.

34 (3) The only exception to the foregoing is where loss originates from the rupture or malfunction of a permanent public facility supply line or sewer system that extends from common property into an individual unit, in which case the deductible shall be the responsibility of the Strata Corporation. It is further agreed and understood that where any loss or damage originates from "common property" as defined in the Strata Property Act and is not the responsibility of a Strata Lot owner as previously defined, the deductible shall then be the responsibility of the Strata Corporation.

34 (4) *Damage to personal property of an owner or occupant of the unit, together with any upgrading, substituting or improvements or betterments to the unit that have been made or acquired by the present owner from those originally installed shall be the responsibility of the owner.*