

STRATA PLAN VR 1153 – COMOX**TIME & LOCATION:**

6:00 pm
Via Zoom

**STRATA COUNCIL
2026/27**

Mike Weinmaster
Brenda Milne
Cody Roe
Alan Jay
Egbert Reichel

**STRATA MANAGER
Simon Wang**

Metrowest Building Services
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Phone: 604.681.2296
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PRESENT:

6 (six) strata lots represented in person and 0 (nil) strata lots by proxy.

Metrowest Building Services Ltd was represented by Simon Wang, the Strata Manager.

(1) CALL TO ORDER

The Council President Mike Weinmaster called the meeting to order at 6:03 p.m.

The attendees approved the Strata Manager, Simon Wang assisted in facilitating the meeting.

(2) CALLING THE ROLL & CERTIFICATION OF PROXIES

At the beginning of the meeting, the attendees presented 6 strata lots in person.

According to the Bylaws, a quorum for a general meeting is eligible voters holding 1/3 of the Strata Corporation's votes, either present in person or represented by proxy. Since the Strata Corporation currently has 7 eligible voters, a quorum is met with 3 voters in this case.

At the commencement of the meeting, there were six eligible voters in person and nil by proxy for a total of six votes represented. The quorum requirements were achieved. Thus, the meeting was declared to proceed with the business at

hand.

(3) PROOF OF NOTICE OF MEETING

The Strata Property Act mandates that owners receive the AGM notice at least fourteen days before the meeting.

It was noted that the Notice of Meeting complied with the notice requirements of the *Strata Property Act* and that the most recently approved financial statements had been received. It was moved, seconded, and carried that proper notice of the meeting had been provided in accordance with the requirements of the *Strata Property Act*. **CARRIED**

(4) ADOPTION OF THE AGENDA

It was moved, seconded, and carried to adopt the Annual General Meeting agenda as presented. **CARRIED**

(5) ADOPTION OF THE PREVIOUS MINUTES

It was moved, seconded, and carried to adopt the Minutes of the Annual General Meeting held on February 4, 2025, as distributed. **CARRIED**

(6) COUNCIL PRESIDENT'S REPORT

Council President Mike Weinmaster made a report on behalf of the Council. Mr. Weinmaster reviewed the events in the strata operation over the past fiscal year.

(7) INSURANCE REPORT

At this point in the meeting, the Strata Manager took the opportunity to advise those in attendance of the following information regarding strata lot ownership and other matters concerning the Strata Corporation.

Strata Corporation Insurance

Section 149 of the *Strata Property Act* requires the Strata Corporation to have adequate full replacement value insurance for the common property, common assets, buildings shown on the Strata Plan and fixtures built or installed on a strata lot.

The Strata Manager reminded all Owners to obtain their own insurance coverage for strata insurance deductible, personal property contents as well as third-party liability coverage. Individual homeowner or Tenant insurance coverage is strongly recommended. Owners should also obtain additional coverage if they make any major improvements within their strata lots, such as upgrading of appliances, fixtures, floor coverings, hardwood floors, etc. (subject to approval as outlined in the Strata Corporation Bylaws). Displacement coverage would also assist Owners or Tenants who would have to move out of their suites during a major loss, and loss of rental coverage is recommended for those individuals who rent out their units for investment purposes.

Owners should ensure that their tenants clearly understand that in the event of a fire, flood, or any other incident that damages personal possessions, they must file a claim for compensation with their own insurance. Please note that personal belongings are not covered by the strata insurance policy.

The latest legal opinion places more responsibility to the owner in the event of a loss below the strata insurance deductible. The Strata Manager will forward this legal opinion to the owners.

Strata Corporation Insurance Coverage

The Strata Corporation's policy typically "insures against all risks of direct physical loss or damage to the property insured", subject to exclusions and applicable deductibles.

Insured property includes the building as it was delivered by the developer at the time of completion of construction. This includes the fixed structure, permanently installed original fittings and fixtures, mechanical equipment and machinery, fire suppression systems and common assets.

The Strata Corporation's policy notably does NOT provide coverage for loss or damage to:

- Strata lot owner's and/or tenant's personal property,
- Strata lot owner's betterments and/or improvements to strata lot,
- Strata lot owner's and/or tenant's additional living expenses,
- Strata lot owner's rental income loss.

Strata Lot Owner and/or Tenant Insurance Coverage Recommendation

It is recommended that all strata lot owners and/or tenants acquire the applicable coverage:

- Personal property, such as furniture, clothing and similar items in the strata lot or designated storage space in the building, subject to a deductible.
- Strata lot betterments and/or improvements completed at a strata lot Owner's expense, such as upgraded flooring, millwork, fixtures, etc.
- Additional living expenses incurred by a resident as a result of the insured premises being uninhabitable due to an insured loss or damage.
- Loss of rental income incurred by a strata lot Owner as a result of the insured premises being uninhabitable by the tenant as a result of an insured loss or damage.
- Strata Corporation's deductible chargeback (e.g. water, fire) incurred in the event of a claim that originated from within an Owner's strata lot.

In a rental situation, there are three separate parties, so there should be three separate insurance policies the Strata Corporation Policy, Owner's Policy, and Tenant's Policy.

Damages Below the Strata Insurance Deductible inside a Strata Lot

Recent case law and legal opinions have increased the responsibility of property owners in cases of loss that fall below the strata insurance deductible. The Strata Manager has clarified that the strata corporation is responsible for the maintenance of common and limited common properties, while

owners are required to maintain their individual strata lots in accordance with the Strata Property Act. Consequently, the strata corporation does not have the authority to repair items within a strata lot.

In situations where damage occurs inside a strata lot and the loss is below the strata insurance deductible, the owner is responsible for addressing the repairs, regardless of the cause. The attached chart provides further clarification on damages within a strata lot.

(8) Consideration of Resolutions

(8).(a) Consideration of Majority Vote “A”-Operating Budget and Strata Fee Schedule

It was then proposed and seconded to present Resolution “A” – Operating Budget and Strata Fee Schedule for consideration, which stated:

“Be it resolved by a majority vote resolution of the owners, Strata Plan VR1153, in person or by proxy at this general meeting that the operating budget for the period from January 1 to December 31, 2026, and the schedule of strata fees be approved. End Of the Resolution”

After discussion, as there were no more questions, a vote was called to approve Resolution “A” – Operating Budget and Strata Fee Schedule as presented by a show of hands.

SIX(6) IN FAVOR, NIL (0) OPPOSED, NIL (0) ABSTAINED

CARRIED

The newly approved budgets and fee schedule, effective January 1, 2026, were attached to these minutes. No changes have been made to the strata fees.

(8).(b) Consideration of ¾ Vote “B”-Amendment of Bylaws: Consolidated Bylaw Summary

It was then proposed and seconded to present Resolution “B”-Amendment of Bylaws: Consolidated Bylaw Summary to the floor for consideration, as follows:

“WHEREAS The Owners, Strata Plan VR1153, pursuant to Division 2 of Part 7 of the *Strata Property Act*, S.B.C. 1998, may amend the Bylaws of their Strata Corporation;

AND WHEREAS The Owners, Strata Plan VR1153, wish to amend the Bylaws of their Strata Corporation;

BE IT RESOLVED by a three-quarter (¾) vote resolution of The Owners, Strata Plan VR1153, in person or by proxy at this General Meeting that the Bylaws of their Strata Corporation be amended as follows, such amendment to be effective upon the filing of an Amendment to Bylaws in the prescribed form in the Land Title Office:

Consolidated Bylaw Summary

(For discussion only – refer to the registered bylaws for the exact wording and legal effect.)

1. Interpretation and Application

- Defines key terms (e.g., “strata lot,” “common property,” “common assets,” “council,” “resident,” etc.).
- States that the bylaws are made under the Strata Property Act and must be read together with the Act and regulations.
- If there is a conflict between these bylaws and the Act, the Act prevails.

2. Duties of Owners, Tenants and Occupants

- Owners must:

- Pay strata fees and any special levies when due.
- Comply with the bylaws and rules and ensure their tenants and visitors also comply.
- Maintain their strata lot as required by the bylaws/Act.
- Tenants and occupants must follow the bylaws and rules as if they were owners.
- Everyone must avoid behaviour that causes damage, nuisance or unreasonable interference with others' quiet enjoyment.

3. Use of Property (Noise, Nuisance, Smoking, Garbage, Parking, etc.)

- Quiet enjoyment / noise
 - No excessive noise or behaviour that unreasonably disturbs others (music, parties, loud TV, slamming doors, etc.), especially during night-time / quiet hours.
- Smoking / vaping
 - Restrictions on smoking tobacco, cannabis or vaping in strata lots, on balconies and on common property, as set out in the current bylaws.
- Garbage and recycling
 - Garbage and recycling must be properly bagged/sorted and placed only in the designated bins or areas.
 - No storing of loose garbage, bulk items or unsightly materials on balconies, patios, common property or in hallways.
- Balconies, patios and windows
 - Balconies and patios must be kept tidy; no hanging of unsightly items, loose materials or anything that could fall or cause damage.
 - Restrictions on barbecues or open flames as per existing bylaws and fire code.
- Parking and storage
 - Vehicles may only be parked in assigned or designated spots; no parking in fire lanes or visitor parking except as allowed.
 - No repair or servicing of vehicles on common property except trivial tasks.
 - Storage lockers and parking areas must not be used for flammable, dangerous or illegal items.
- Signs and business use
 - Limits on commercial use of units and signage visible from outside, consistent with "residential only" use.

4. Pets

- Pets allowed
 - Pets are permitted in the strata corporation, subject to reasonable limits and rules.
- Number and type of pets
 - Up to two household pets per strata lot (any combination of dogs, cats, caged birds or small contained aquarium/terrarium pets).
 - Pets must comply with municipal bylaws (licencing, leashing, dangerous dog rules, etc.).
- Pet registration and conduct
 - Owners must notify council of new pets (basic description) within a set time (e.g., 14 days).
 - Pets must not cause ongoing noise, nuisance, damage or safety concerns.
 - Pets must be under control on common property and pet waste must be cleaned up immediately.
- Problem pets
 - After written notice and a chance to be heard, council may require permanent removal of a pet that is dangerous or causes serious/repeated nuisance or damage.
- Assistance animals
 - The bylaws do not restrict legitimate assistance animals (guide/service dogs or other disability-related animals).
 - Human rights laws prevail if there is any conflict.

5. Rentals, Tenants and Short-Term Accommodation

- Rentals permitted
 - Any strata lot may be rented; there is no rental cap on the number of rented units.
- Short-term accommodation
 - Rentals of fewer than 30 consecutive days are prohibited, except when the owner occupies their unit as their principal residence.
- Existing tenancies
 - Existing written tenancy agreements at the time the bylaw is adopted continue for their current term;
- Owner responsibilities when renting
 - Owners must file a Form K – Notice of Tenant’s Responsibilities and tenant contact details with the strata corporation.

- Owners remain responsible to the strata corporation for ensuring tenants and their guests comply with bylaws and rules.
- Tenant obligations / enforcement
 - Tenants must obey the bylaws and rules.
 - For repeated or serious bylaw breaches, the strata corporation may require the owner to take steps to end the tenancy and may use enforcement tools under the Strata Property Act and Residential Tenancy Act.

6. Alterations, Renovations and Use of Common Property

- Owners must obtain prior written approval from council before:
 - Making structural changes, altering plumbing, electrical or building envelope, or
 - Making other specified changes to common property or limited common property (e.g., windows, doors, exterior finishes).
- Approved alterations may require:
 - Work by licenced and insured contractors,
 - Compliance with building codes and permits, and
 - An owner's agreement to be responsible for future maintenance of certain changes.
- Unapproved work can result in enforcement action, orders to restore the property, or cost recovery from the owner.

7. Move-In / Move-Out Procedures and Fees

- Moves must be booked in advance with the strata corporation/manager.
- Move-in and move-out must follow set procedures (e.g., elevator protection, time windows, security deposit if applicable).
- A move-in / move-out fee is payable as per the existing bylaw; fees may increase if damage is caused during the move.
- The goal is to protect common property, manage noise and disruption, and recover costs fairly.

8. Repair and Maintenance of Strata Lots and Common Property

- Owners' responsibilities
 - Owners are responsible for maintaining and repairing the interior of their strata lots and any items designated as owner responsibility under the Act/bylaws.
- Strata corporation responsibilities
 - The strata corporation maintains and repairs common property and common assets, including building envelope, structural components and shared systems, subject to the Act and bylaws.

- Access for repairs
 - Owners and occupants must provide reasonable access for the strata corporation (or its contractors) to investigate or repair common property/building systems, especially in emergencies.
- Damage and cost recovery
 - Costs resulting from an owner's or occupant's negligence or misuse may be charged back to that owner, in accordance with the bylaws and Strata Property Act.

9. Leaks, Water Damage, Insurance and Indemnity (*updated*)

- Owners, tenants and occupants must immediately report leaks and damage and take reasonable steps to limit loss (turn off water, allow access, etc.).
- When there is Damage, the strata corporation investigates, arranges emergency restoration and gets repair quotes, then decides if the total cost is above or below the insurance deductible.
- If a claim is made on strata insurance (cost above deductible):
 - Strata insurance generally covers common property and original fixtures; the strata arranges those repairs and pays the Deductible.
 - Owners are responsible for their upgrades and contents and claim on their own insurance.
- If no claim is made (cost below deductible):
 - Repair responsibility is based on the bylaws, not on who caused the damage.
 - The strata repairs what it is responsible for (structure, exterior, common systems); owners repair the interior of their own units and fixtures they are responsible for.
- An owner is deemed responsible where the cause of the damage starts in their unit or is due to negligence by them, their tenants, guests, contractors, pets or children, and must reimburse the strata for:
 - the full deductible paid on the claim,
 - any uninsured amounts, and
 - below-deductible repair costs the strata had to incur.
- Owners are strongly encouraged to carry unit insurance with deductible coverage, so they are protected if they are charged back a large deductible.

10. Council – Composition, Powers and Duties

- Number and eligibility
 - Sets the number of council members and who may serve (usually owners or their spouses).

- Election and term
 - Council is elected at each AGM and serves until the next AGM or until successors are elected.
- Powers
 - Council manages the day-to-day affairs of the strata corporation, enforces bylaws and rules, oversees maintenance, and implements budgets and decisions of the owners.
- Duties
 - Council members must act honestly and in good faith, in the best interests of the strata corporation, and exercise the care of a reasonably prudent person.

11. Council Meetings and Decisions

- Council meets as needed; meetings may be held in person, by phone or electronically (under the existing “electronic attendance” bylaw).
- Notice requirements, quorum and procedures for voting and recording decisions are set out.
- Council may pass resolutions in writing (e.g., by e-mail) if permitted by the bylaws.
- Minutes of council meetings must be prepared and made available to owners.

12. Meetings of the Strata Corporation (AGMs and SGMs)

- Annual general meeting (AGM)
 - Must be held once per year within the time required by the Act.
 - Agenda includes approval of minutes, reports, approval of budget, election of council, and any special business/resolutions.
- Special general meetings (SGMs)
 - May be called by council or on written demand by owners who meet the threshold in the Act/bylaws.
- Notice and voting
 - Requirements for notice, quorum, proxies, voting procedures and use of secret ballot where required.
 - Rules on who may vote (owners in good standing) and how.

13. Fines, Penalties and Enforcement

- Council may enforce bylaws and rules by:
 - Sending written warning/notice of complaint,
 - Offering an opportunity to be heard, and

- Imposing fines and, where permitted, charging costs for remedying a contravention.
- Maximum fine amounts and frequency are set out in the existing bylaws (for example, separate fine levels for bylaw vs. rule violations).
- Persistent or serious non-compliance may lead to:
 - Strata taking action at the Civil Resolution Tribunal, or
 - Seeking court orders or other remedies allowed under the Strata Property Act.

14. Finances, Budget and Special Levies

- Operating budget
 - Prepared annually, presented and approved at the AGM; determines monthly strata fees.
- Contingency reserve fund (CRF)
 - Contributions to the CRF are collected with strata fees; CRF is used for major repairs and replacements in accordance with the Act and bylaws.
- Special levies
 - May be approved by 3/4 vote when additional funds are needed for specific projects.
- Interest and collection
 - Interest may be charged on overdue strata fees or levies; the strata corporation may register a lien for unpaid amounts in accordance with the Act.

15. Rules

- Council may make rules relating to the use of common property and common assets (e.g., parking rules, bike storage, garbage room procedures).
- Rules must be consistent with the bylaws and the Strata Property Act.
- Rules take effect once they are given to owners and reported at the next general meeting; owners may confirm, amend or repeal them.

16. Miscellaneous

- Notices – How notices are deemed delivered (mail, hand delivery, e-mail if authorised, etc.).
- Sale of strata lot – Requirements for real estate signs, lockboxes, open houses and access for showings.

Conflict of bylaws – If there is any conflict between older bylaw amendments, the most recent registered bylaw (including your new pet/rental rules) prevails.

By amending these Bylaws, all Bylaws are hereby re-numbered sequentially.

End of the Resolution”

After discussion, as there were no more questions, a vote was called to approve Resolution "B"–Amendment of Bylaws: Consolidated Bylaw Summary as presented by a show of hands.

SIX(6) IN FAVOR, NIL (0) OPPOSED, NIL (0) ABSTAINED

CARRIED

(8).(c) Consideration of $\frac{3}{4}$ Vote Resolution "C"–Amendment of Bylaws: Part X – Use of Residential Strata Lots' Rentals and Short-Term Accommodation

It was proposed and seconded to present $\frac{3}{4}$ Vote Resolution "C"–Amendment of Bylaws: Part X – Use of Residential Strata Lots' Rentals and Short-Term Accommodation, as follows:

"WHEREAS The Owners, Strata Plan VR1153, pursuant to Division 2 of Part 7 of the *Strata Property Act*, S.B.C. 1998, may amend the Bylaws of their Strata Corporation;

AND WHEREAS The Owners, Strata Plan VR1153, wish to amend the Bylaws of their Strata Corporation;

BE IT RESOLVED by a three-quarter ($\frac{3}{4}$) vote resolution of The Owners, Strata Plan VR1153, in person or by proxy at this General Meeting that the Bylaws of their Strata Corporation be amended as follows, such amendment to be effective upon the filing of an Amendment to Bylaws in the prescribed form in the Land Title Office, by adding Part X – Use Of Residential Strata Lots' Rentals And Short-Term Accommodation, reading as follows:

Part X – Use of Residential Strata Lots, Rentals and Short-Term Accommodation

Definitions

X.1 In this Part:

- (a) "short-term accommodation" means the use or occupancy of all or part of a strata lot for a period of less than 30 consecutive days, whether or not a fee is charged, and whether arranged directly or through a booking platform or agency.

A. Use of residential strata lots

X.2 Each strata lot must be used only for residential purposes and for no purpose that is contrary to any applicable statute, regulation, municipal bylaw or these bylaws.

X.3 An owner, tenant, occupant or visitor must not use a strata lot, or permit it to be used, in a way that:

- (a) causes a nuisance or unreasonable interference with the quiet enjoyment of another strata lot or the common property; or
- (b) results in an increased risk of damage to the common property, common assets or other strata lots, or in an increase in insurance premiums for the strata corporation.

B. Rentals and tenants

X.10 Rentals permitted – Every strata lot may be rented in whole, subject to the Strata Property Act, these bylaws and any applicable municipal bylaws. The strata corporation does not restrict the number of strata lots that may be rented.

X.11 Minimum term / no short-term accommodation

- (a) Rentals of fewer than 30 consecutive days are prohibited, except when the owner occupies their unit as their principal residence.

X.12 Existing tenancy agreements

- (a) This bylaw does not affect the term of any written tenancy agreement that is in effect when this bylaw is adopted, for the balance of its then-current term, but it applies to any renewal, extension or new tenancy agreement entered into after that date.

X.13 Owner obligations when renting

- (a) Before a tenant occupies a strata lot, the owner must:
 - (i) deliver to the strata corporation a Form K – Notice of Tenant’s Responsibilities duly signed by the tenant; and
 - (ii) provide the strata corporation with the name, contact information and emergency contact for the tenant.
- (b) The owner remains responsible to the strata corporation for ensuring that the tenant, and any occupants or visitors of the tenant, comply with the bylaws and rules of the strata corporation.

X.14 Tenant’s obligations

- (a) A tenant who occupies a strata lot must comply with the bylaws and rules of the strata corporation as if the tenant were an owner.
- (b) If a tenant repeatedly or significantly contravenes the bylaws or rules, the strata corporation may require the owner to take steps to end the tenancy, and may pursue available remedies under the Strata Property Act and the Residential Tenancy Act.

D. General

- X. 15 To the extent of any inconsistency, this Part replaces and supersedes all previous bylaws of the strata corporation dealing with rentals, tenants, and short-term accommodation or use of strata lots for transient lodging.

By amending these Bylaws, all Bylaws are hereby re-numbered sequentially.

End of the Resolution”

After discussion, as there were no more questions, a vote was called to approve $\frac{3}{4}$ Resolution “C”-Amendment of Bylaws: Part X – Use of Residential Strata Lots’ Rentals and Short-Term Accommodation as presented by a show of hands.

SIX(6)IN FAVOR, NIL (0) OPPOSED, NIL (0) ABSTAINED

CARRIED

- (8).(d) Consideration of $\frac{3}{4}$ Vote Resolution “D”-Amendment of Bylaws: Y - Leaks, Water Damage, Insurance and Indemnity

It was proposed and seconded to present $\frac{3}{4}$ Vote Resolution “D”-Amendment of Bylaws: Y - Leaks, Water Damage, Insurance and Indemnity, as follows:

“WHEREAS The Owners, Strata Plan VR1153, pursuant to Division 2 of Part 7 of the *Strata Property Act*, S.B.C. 1998, may amend the Bylaws of their Strata Corporation;

AND WHEREAS The Owners, Strata Plan VR1153, wish to amend the Bylaws of their Strata Corporation;

BE IT RESOLVED by a by a three-quarter ($\frac{3}{4}$) vote resolution of The Owners, Strata Plan VR1153, in person or by proxy at this General Meeting that the Bylaws of their Strata Corporation be amended as follows, such amendment to be effective upon the filing of an Amendment to Bylaws in the prescribed

form in the Land Title Office by adding Y - Leaks, Water Damage, Insurance and Indemnity, reading as follows:

Y.1 Definitions

In this Part:

- (a) "Damage" means physical loss of or damage to any strata lot, common property, limited common property or common assets caused by water escape, fire, smoke, impact or any other insured peril under the strata corporation's insurance policy.
- (b) "Strata's insurance policy" means any property or liability insurance policy maintained by the strata corporation in accordance with the Strata Property Act.
- (c) "Deductible" means the amount stated as a deductible under the strata's insurance policy for the type of Damage in question.

Y.2 Duty to report and mitigate leaks and damage

Y.2(1) An owner, tenant or occupant must promptly:

- (a) report to the strata council or the strata property manager any leak, water escape, fire, flood or other event that may cause or has caused Damage; and
- (b) take all reasonable steps to mitigate loss, including shutting off water, power or gas where it is safe to do so and permitting access for investigation and repairs.

Y.2(2) An owner, tenant or occupant must allow the strata corporation and its contractors reasonable access to their strata lot to investigate the source of Damage and to carry out any emergency work required to protect common property, limited common property, common assets and other strata lots.

Y.3 Strata corporation response to Damage

Y.3(1) Upon becoming aware of Damage, the strata corporation will:

- (a) investigate the circumstances;
- (b) arrange any necessary emergency restoration or remediation; and
- (c) obtain one or more quotes to repair Damage to any affected common property and strata lots.

Y.3(2) After receiving the information described in Y.3(1), the strata council will determine whether:

- (a) the total cost of repairing the Damage is greater than the Deductible, in which case the strata corporation may make a claim under the strata's insurance policy; or
- (b) the total cost of repairing the Damage is less than the Deductible, in which case no claim will be made under the strata's insurance policy.

Y.4 Repairs where a claim is made under the strata's insurance policy

(Damage above the deductible)

Y.4(1) Where the strata corporation makes a claim under the strata's insurance policy:

- (a) the strata corporation will arrange and pay for repairs to common property, limited common property, common assets and original fixtures in strata lots which are covered by the strata's insurance policy, subject to policy conditions;
- (b) each owner is responsible for repairs to any improvements, betterments and contents within their strata lot that are not covered by the strata's insurance policy and should make a claim under their own insurance, if available;
- (c) the strata corporation will pay the Deductible to the insurer, subject to any right it may have to recover all or part of the Deductible from an owner under this Part, the Strata Property Act or any other bylaw.

Y.5 Repairs where no claim is made under the strata's insurance policy

(Damage below the deductible)

Y.5(1) If the cost of repairing the Damage is less than the Deductible and no claim is made under the strata's insurance policy, then the responsibility for repair is determined solely by these bylaws, and not by the cause of the Damage.

Y.5(2) In the circumstances described in Y.5(1):

- (a) the strata corporation is responsible to repair only those portions of the building and property which the bylaws and the Strata Property Act make the responsibility of the strata corporation (typically the structure, exterior, shared systems and other common property);
- (b) the owner is responsible to repair the interior of the owner's strata lot and other components for which the bylaws make the owner responsible (including, without limitation, floors, wall and ceiling finishes, and original and upgraded fixtures within the strata lot).

Y.5(3) The strata corporation has no obligation and no right to carry out repairs within a strata lot except as required to repair common property or to comply with its statutory duties.

Y.6 Owner responsibility and indemnity – cause of Damage

Y.6(1) An owner is deemed to be responsible for any loss or Damage to common property, limited common property, common assets or any strata lot, and for any related personal injury or death, where:

- (a) the cause of the loss or Damage originated within the owner's strata lot, and
- (b) the loss or Damage is not covered and paid by any insurance policy.

Y.6(2) An owner is also deemed to be responsible for any such loss or Damage, and any related personal injury or death, where the cause of the loss or Damage is the result of an act, omission, negligence or carelessness of:

- (a) the owner, or
- (b) the owner's tenants, family members, co-occupants, employees, agents, contractors, guests or invitees, and the loss or Damage is not covered and paid by any insurance policy.

Y.6(3) If any loss or Damage deemed to be the responsibility of an owner under Y.6(1) or Y.6(2) results in a claim against any insurance policy held by the strata corporation, that owner must indemnify and save harmless the strata corporation for:

- (a) the full amount of any Deductible paid or payable by the strata corporation;
 - (b) any portion of the loss or Damage not covered or declined by the insurer; and
 - (c) any amount by which the loss or Damage exceeds the insurance coverage.
- Y.6(4) If any loss or Damage deemed to be the responsibility of an owner under Y.6(1) or Y.6(2) does not exceed the Deductible and no claim is made on the strata's insurance policy, that owner must fully indemnify and save harmless the strata corporation for:
- (a) any expense incurred by the strata corporation for maintenance, repair or replacement rendered necessary by the loss or Damage; and
 - (b) any associated legal costs incurred in relation to defending any claim against the strata corporation or pursuing any claim against the owner, on a full indemnity basis.
- Y.6(5) Without limiting the generality of Y.6(1) and Y.6(2), an owner is strictly liable to the strata corporation and to other owners and occupants for Damage resulting from any of the following located in the owner's strata lot:
- (a) dishwasher;
 - (b) refrigerator with ice or water dispensing capabilities;
 - (c) garburator;
 - (d) washing machine or dryer;
 - (e) toilets, sinks, bathtubs and, where located wholly within the strata lot and accessible to the owner, plumbing pipes, fixtures and hoses;
 - (f) fireplaces;
 - (g) smoke alarms;
 - (h) any alteration or addition to the strata lot, limited common property or common property made by the owner or a prior owner;
 - (i) any pets in the owner's strata lot; and
 - (j) any children residing in or visiting the owner's strata lot.

Y.7 Owner insurance

- Y.7(1) Every owner is strongly encouraged to obtain and maintain, at the owner's expense, adequate insurance coverage for:
- (a) contents, betterments and improvements within the owner's strata lot; and
 - (b) Deductible coverage sufficient to cover the highest Deductible under the strata's insurance policy which may be charged back to the owner under these bylaws.
- Y.7(2) The strata corporation may, by rule, require owners to confirm in writing that they have consulted with their insurance broker about appropriate coverage, including Deductible coverage.

Y.8 Recovery of amounts owing

Y.8(1) Any amount payable by an owner to the strata corporation under this Part may be collected by the strata corporation as a debt owing, and the strata corporation may use any remedies available under the Strata Property Act to collect that amount.

By amending these Bylaws, all Bylaws are hereby re-numbered sequentially.

End of the Resolution”

After discussion, as there were no more questions, a vote was called to approve $\frac{3}{4}$ Resolution “D”-Amendment of Bylaws: Y - Leaks, Water Damage, Insurance and Indemnity as presented by a show of hands.

SIX(6)IN FAVOR, NIL (0) OPPOSED, NIL (0) ABSTAINED

CARRIED

(8).(e) Consideration of $\frac{3}{4}$ Vote Resolution “E”-To Upgrade Intercom System

It was proposed and seconded to present $\frac{3}{4}$ Vote Resolution “E”-To Upgrade Intercom System to the floor for consideration as follows:

WHEREAS pursuant to Section 3 of the Strata Property Act, the strata corporation is responsible for managing and maintaining the common property and common assets of the strata corporation for the benefit of the owners;

WHEREAS pursuant to Section 97 of the Strata Property Act, the strata corporation must not spend money from the operating fund unless the expenditure is:

- (b) first approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting;

WHEREAS the existing Interphone panel is out-of-date;

WHEREAS the Owners, Strata Plan VR1153 wish to upgrade the Interphone panel system;

BE IT RESOLVED by a $\frac{3}{4}$ vote of the Owners, Strata Plan VR1153 that the funds not to exceed \$3,500 be spent in upgrading the interphone panel system and such funds be allocated from the Contingency Reserve Fund. Such expenses will cover a new Interphone panel and a new phone line.

After discussion, as there were no more questions, a vote was called to approve $\frac{3}{4}$ Resolution “E”-To Upgrade Intercom System as presented by a show of hands.

SIX(6)IN FAVOR, NIL (0) OPPOSED, NIL (0) ABSTAINED

CARRIED

(8).(f) Consideration of $\frac{3}{4}$ Vote Resolution “F”-To Install CCTV System

It was proposed and seconded to present $\frac{3}{4}$ Vote Resolution “E”-To Upgrade CCTV System to the floor for consideration as follows:

WHEREAS Pursuant to Section 3 of the Strata Property Act, the strata corporation is responsible for managing and maintaining the common property and common assets of the strata corporation for the benefit of the owners;

WHEREAS Pursuant to Section 97 of the Strata Property Act, the strata corporation must not spend money from the operating fund unless the expenditure is:

- (b) first approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting;

WHEREAS the Owners, Strata Plan VR1153 wish to install CCTV system (ClosedCircuit Television, and also commonly known as video surveillance).

BE IT RESOLVED by a $\frac{3}{4}$ vote of the Owners, Strata Plan BCS1153 that the funds not to exceed \$3,000 be spent in installing the CCTV system and such funds be allocated from the Contingency Reserve Fund. The security camera heads will cover such areas as the building entry, the lobby, the exterior parkade gate and parkade areas.

After discussion, as there were no more questions, a vote was called to approve $\frac{3}{4}$ Resolution “F”-To Upgrade CCTV System as presented by a show of hands.

(9) ELECTION OF THE 2026/2027 STRATA COUNCIL

According to the strata bylaws, a maximum of seven members and a minimum of three members can be elected to the Strata Council. In light of this, the Strata Manager invited nominations and volunteers for the Council positions. The following owners volunteered or were nominated and have agreed to run for office:

Mike Weinmaster– Strata Lot 7
Alan Jay – Strata Lot 5
Egbert Reichel– Strata Lot 1

Brenda Milne – Strata Lot 3
Cody Roe Gibson – Strata Lot 4

The Strata Manager then asked for additional nominations or volunteers from the floor. Since none were received, the attendees elected the owners mentioned above collectively as 2026/2027 Strata Council members by a majority vote through a show of hands.

(10) GENERAL DISCUSSION

The following issues were raised during the general discussion:

- Depreciation Report and Electrical Planning Report: Owners were advised that Council approved Strata Engineering to prepare both reports at the submitted comparative rates.
- 2022 Transformer Replacement Project: The Strata Manager will investigate the total project cost and the reason for the surplus remaining from the project.

(11) TERMINATION

There being no further business, the meeting was terminated at 7:06 p.m.

Submitted by:



Simon Wang
Strata Manager
Metrowest Building Services Ltd.

Please be advised that copies of Council & General Meeting Minutes should be retained for a period of two years. There would be a charge for extra copies.

Owners and residents are required to put their requests/concerns in writing to the Strata Council via the Strata Manager so that Council can address them at the next Council Meeting.

Strata Plan VR1153

Annual Budget

For the period from January 1 to December 31, 2026

	Actual 2005-01-01 to 2025-11-30 (11 months)	Estimated 2025-01-01 to 2025-12-31 (12 months)	Approved Budget 2025	Approved Budget 2026
<u>REVENUE</u>				
4200 Strata Fees - Operating	35,280.64	38,487.97	38,488	38,488
4230 Strata Fees - CRF Contribution	6,233.37	6,800.04	6,800	6,800
4240 Prior Year Allocation	0.00	3,819.44	3,820	3,820
4460 Miscellaneous Income	<u>0.00</u>	<u>0.00</u>	<u>600</u>	<u>0</u>
TOTAL REVENUE	41,514.01	49,107.45	49,908	49,108
<u>EXPENSE</u>				
Operating Expenses (General)				
5640 Administration/Courier & Postage	747.01	814.92	500	500
5670 Bank Charges	155.98	170.16	360	360
5685 Insurance	8,266.50	9,018.00	9,105	7,694
5725 Management Fees	4,250.40	5,056.80	5,057	5,285
5765 General Repairs & Maintenance	9,513.02	10,377.84	8,336	10,000
5775 Electricity	2,615.86	2,853.67	3,500	3,000
5788 Water / Sewer / Waste Removal	5,360.98	5,848.34	4,000	5,800
5815 Fire Prevention	1,472.54	1,472.54	1,100	1,400
5825 Landscaping Services	1,600.00	1,745.45	2,500	2,500
5840 W.C.B.	0.00	60.00	10	60
5855 Pest Control	0.00	0.00	100	100
5865 Janitor/Cleaning & Supplies	3,339.61	3,643.21	3,800	3,800
5882 Building Suppliers	<u>188.32</u>	<u>205.44</u>	<u>400</u>	<u>400</u>
Total Repairs & Maintenance	37,510.22	41,266.37	38,768	40,899
CRF & Other Funds Transfer				
5985 Contingency Reserve Fund Transfer	<u>6,233.37</u>	<u>6,800.00</u>	<u>6,800</u>	<u>6,800</u>
Total CRF & Other Fund Transfer	6,233.37	6,800.00	6,800	6,800
TOTAL EXPENSE + CRF Transfer	43,743.59	48,066.37	45,568	47,699
NET INCOME	-2,229.58	1,041.08	4,340	1,409
Operating Surplus (Deficit) Balance Forward	9,216.12	9,216.12	10,036	10,257
Ending OP Surplus/ (Deficit)	6,986.54	10,257.20	10,556	11,666

Strata Plan VR1153

Strata Fee Schedule

For the period from January 1 to December 31, 2026

Unit #	Strata Lot #	Unit Entitlement	Old Strata Fee	2026 Strata Fees		
				Operating Portion	CRF/ Reserve Portion	Approved Strata Fee
101	1	1296	489.11	415.67	73.44	489.11
102	2	1376	519.30	441.33	77.97	519.30
103	3	1386	523.08	444.54	78.54	523.08
201	4	1157	436.65	371.09	65.56	436.65
202	5	1386	523.08	444.54	78.54	523.08
203	6	1395	526.47	447.42	79.05	526.47
301	7	2004	756.31	642.75	113.56	756.31
Monthly Total		10,000	3,774.00	3,207.33	566.67	3,774.00
			X12	X12	X12	X12
Annual Total			45,288.00	38,488.00	6,800.00	45,288.00