

1978 BILL 29

Fourth Session, 18th Legislature, 27 Elizabeth II

THE LEGISLATIVE ASSEMBLY OF ALBERTA

BILL 29

THE CONDOMINIUM PROPERTY AMENDMENT ACT 1978

MR. HORSMAN

First Reading

Second Reading

Committee of the Whole

Third Reading

Royal Assent

Bill 29
Mr. Horsman

BILL 29

1978

THE CONDOMINIUM PROPERTY AMENDMENT ACT, 1978

(Assented to _____, 1978)

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Alberta, enacts as follows:

1 *The Condominium Property Act is amended by this Act.*

2 *Section 2(1) is amended*

(a) *in clause (c) by adding “as amended from time to time and includes any by-laws passed in substitution therefor” after “of a corporation”,*

(b) *in clause (d) by striking out “land comprised in a condominium plan” and substituting “parcel”,*

(c) *by repealing clause (e) and substituting the following:*

(e) “condominium plan” means a plan registered in a land titles office that complies with section 7 and includes a plan of redivision registered under section 10;

(d) *by adding the following after clause (f):*

(f.1) “Court” means the Supreme Court of Alberta;

(f.2) “developer” means a person who, alone or in conjunction with other persons, sells or offers for sale to the public residential units or proposed residential units that have not previously been sold to the public;

(e) *by repealing clauses (g) and (h) and substituting the following:*

(g) “local authority” means

(i) a city, town, new town, village, municipal district or county,

Explanatory Notes

1 This Bill will amend chapter 62 of the Revised Statutes of Alberta 1970.

2 Section 2(1) presently reads in part:

2 (1) *In this Act,*

(c) *“by-laws” means the by-laws of a corporation;*

(d) *“common property” means so much of the land comprised in a condominium plan as is not comprised in any unit shown in a condominium plan;*

(e) *“condominium plan” means a plan that*

(i) is described in the heading thereto as a condominium plan,

(ii) shows the whole or any part of the building comprised therein as being divided into two or more units, and

(iii) complies with requirements of section 7,

and includes a replacement plan registered pursuant to section 9 and a plan of redivision registered pursuant to section 10;

(g) *“local authority” means, in relation to a parcel, the municipal body governing the area in which the parcel is situated;*

(j) *“unanimous resolution” means a resolution*

(i) unanimously passed at a properly convened meeting of a corporation at which all persons entitled to exercise the powers of voting conferred by this Act or the by-laws are present personally or by proxy at the time of the motion, or

(ii) signed by all persons who, at a properly convened meeting of a corporation, would be entitled to exercise the powers of voting conferred by this Act or the by-laws;

(k) *“unit” means an area designated as a unit by a condominium plan;*

(ii) the Minister of Municipal Affairs, in the case of an improvement district or a special area, or

(iii) the Minister of the Crown in right of Canada charged with the administration of the *National Parks Act* (Canada), in the case of a National Park;

(g.1) “management agreement” means an agreement entered into by a corporation governing the general control, management and administration of

(i) the real and personal property of the corporation associated with the residential units, and

(ii) the common property associated with the residential units;

(g.2) “Minister” means the Minister of Consumer and Corporate Affairs;

(g.3) “municipality” means the area of a city, town, new town, village, municipal district, county, improvement district, special area or National Park;

(h) “owner” means a person who is registered as the owner of

(i) the fee simple estate in a unit, or

(ii) the leasehold estate in a unit where the parcel upon which the unit is located is held under a lease and a certificate of title has been issued under section 4(1)(b) in respect of that lease;

(f) *by adding the following after clause (i):*

(i.1) “purchase agreement” means an agreement with a developer whereby a person purchases a residential unit or proposed residential unit or acquires a right to purchase a residential unit or proposed residential unit;

(i.2) “recreational agreement” means an agreement entered into by a corporation under which the persons residing in the residential units are permitted to use recreational facilities not owned by the corporation;

(i.3) “residential unit” means a unit used or intended to be used for residential purposes;

(i.4) “special resolution” means a resolution

(i) passed at a properly convened meeting of a corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by this Act or the by-laws and

representing not less than 75% of the total unit factors for all the units, or

(ii) signed by not less than 75% of all the persons who, at a properly convened meeting of a corporation, would be entitled to exercise the powers of voting conferred by this Act or the by-laws and representing not less than 75% of the total unit factors for all the units;

(i.5) “title document” means, in respect of a residential unit, a transfer of the unit that is registrable under *The Land Titles Act*;

(g) *by repealing clause (j)(i) and substituting the following:*

(i) passed unanimously at a properly convened meeting of the corporation by all the persons entitled to exercise the powers of voting conferred by this Act or the by-laws and representing the total unit factors for all the units, or

(h) *by repealing clause (k) and substituting the following:*

(k) “unit” means a space that is situated within a building and described in a condominium plan by reference to floors, walls and ceilings within the building;

3 Section 3(1) is repealed and the following is substituted:

3(1) A building may be designated as a unit or part of a unit or divided into 2 or more units by the registration of a condominium plan under this Act.

(1.1) The Registrar shall not register a condominium plan unless that condominium plan describes 2 or more units in it.

4 Section 7 is amended

(a) *by renumbering clause (a) as (a.1) and by adding the following before clause (a.1):*

(a) be described in the heading of the plan as a condominium plan,

3 Section 3 presently reads:

3(1) A Building may be divided into units by the registration of a condominium plan in the manner provided by this Act and the regulations.

(2) For the purposes of The Land Titles Act, a condominium plan shall be deemed upon registration to be embodied in the register.

(3) This Act applies only with respect to land held in fee simple, excepting thereout all mines and minerals.

(4) Notwithstanding subsection (3), where land is held under lease and a certificate of title has been issued under The Land Titles Act in respect of the lease, this Act applies to the land described in the certificate of title, excepting thereout all mines and minerals.

4 Section 7 presently reads:

7(1) Every plan presented for registration as a condominium plan shall

(a) delineate the external surface boundaries of the parcel and the location of the building in relation thereto,

(b) in subsection (1)(d) by striking out “in the building by reference to floors, walls and ceilings”, and

(c) by repealing subsection (2) and substituting the following:

(2) If a plan presented for registration as a condominium plan includes residential units, that plan shall, in addition to meeting the requirements of subsection (1), delineate to the satisfaction of the Registrar the external surface boundaries of any areas that are or may be leased under section 25.1 to an owner of a residential unit.

(3) The Registrar shall, within 28 days from the day a condominium plan is registered, mail to the local authority of the municipality in which the parcel is located, a notice stating the legal description of each unit described in the condominium plan.

5 *The following is added after section 7:*

7.1(1) Unless otherwise stipulated in the condominium plan, if

(a) a boundary of a unit is described by reference to a floor, wall or ceiling, or

(b) a wall located within a unit is a load bearing wall,

the only portion of that floor, wall or ceiling, as the case may be, that forms part of the unit is the finishing material that is in the interior of that unit, including any lath and plaster, panelling, gypsum board, panels, flooring material or coverings or any other material that is attached, laid, glued or applied to the floor, wall or ceiling, as the case may be.

(2) Notwithstanding subsection (1), all doors and windows of a unit are part of the unit unless otherwise stipulated in the condominium plan.

(3) Notwithstanding subsections (1) and (2), if a condominium plan was registered prior to January 1, 1979, the common boundary of any unit described in the condominium plan with another unit or with common property is, unless otherwise stipulated in the condominium plan, the centre of the floor, wall or ceiling, as the case may be.

- (b) bear a statement containing such particulars as may be necessary to identify the title to the parcel,*
 - (c) include a drawing illustrating the units and distinguishing such units by numbers or other symbols,*
 - (d) define the boundaries of each unit in the building by reference to floors, walls and ceilings,*
 - (e) show the approximate floor area of each unit,*
 - (f) have endorsed upon it a schedule specifying in whole numbers the unit factor for each unit in the parcel,*
 - (g) be signed by the owner of the property,*
 - (h) have endorsed upon it the address at which documents may be served on the corporation concerned in accordance with section 42, and*
 - (i) contain such other features as may be prescribed by the regulations.*
- (2) Unless otherwise stipulated in the condominium plan, the common boundary of any unit with another unit or with common property is the centre of the floor, wall or ceiling, as the case may be.*

5 Boundaries of condominium units.

6 Section 8 is amended

(a) in subsection (1)(a) by striking out “an Alberta land surveyor” and substituting “a land surveyor registered under *The Land Surveyors Act* stating”,

(b) by repealing subsection (1)(b) and substituting the following:

(b) a certificate of

(i) an architect registered or licensed under *The Architects Act*,

(ii) a land surveyor registered under *The Land Surveyors Act*,

(iii) a professional engineer registered or licensed under *The Engineering and Related Professions Act*, or

(iv) a holder of a permit issued under *The Engineering and Related Professions Act*, where that holder is authorized to engage in professional engineering,

stating that the units shown in the plan are the same as those existing, and

(c) in subsection (1)(c) by striking out “the clerk of the local authority” and substituting “the local authority or of such person as the local authority may designate stating”,

(d) by repealing subsection (2) and substituting the following:

(2) If an application is made for a certificate under subsection (1)(c), the local authority

(a) may, with respect to a building that was constructed prior to August 1, 1966 or for which the building permit was issued prior to August 1, 1966, prohibit the issue of the certificate if it considers it proper to do so, and

(b) shall, with respect to a building for which a building permit was issued on or after August 1, 1966, direct the issue of the certificate if it is satisfied that the building conformed to

(i) the development scheme, development control by-law, zoning by-law or land use by-law, as the case may be, and

(ii) any permit issued under that scheme or by-law,

6 Section 8 presently reads:

8(1) Every plan presented for registration as a condominium plan shall be endorsed with or accompanied by

(a) a certificate of an Alberta land surveyor that the building shown on the plan is within the external surface boundaries of the parcel that is the subject of the plan and, if eaves or guttering project beyond such external boundaries, that an appropriate easement has been granted as an appurtenance of the parcel,

(b) a certificate of a registered architect that the units shown in the plan are the same as those existing, and

(c) a certificate of the clerk of the local authority that the proposed division of the building, as illustrated in the plan, has been approved by the local authority.

(2) In respect of an application for a certificate under subsection (1), clause (c), the local authority shall direct the issue of the certificate if it is satisfied that

(a) separate occupation of the proposed units will not contravene any development control or zoning by-law,

(b) any consent or approval required under such a by-law has been given in relation to the separate occupation of the proposed units, and

(c) the building and the division of the building into units for separate occupation will not interfere with the existing or likely future amenity of the neighbourhood, having regard to the circumstances of the case and the public interest.

(3) The provisions relating to the subdivision of land contained in The Planning Act or the regulations thereunder do not apply to the division of a building pursuant to section 3, subsection (1), if the surface boundaries of the parcel correspond to the boundaries of a lawful parcel within the meaning of The Planning Act, and any disposition of common property does not contravene the provisions of that Act.

that existed at the time the building permit was issued.

(e) by repealing subsection (3) and substituting the following:

(3) The provisions of *The Planning Act, 1977* relating to the subdivision of land do not apply to the division of a building under a condominium plan where

(a) the surface boundaries of the parcel as defined in this Act on which that building is located corresponds to the boundaries of a parcel as defined in *The Planning Act, 1977*, and

(b) any building located on the parcel that contains a unit, contains 2 or more units.

7 *The following is added after section 8:*

Sale of Residential Units by Developers

8.1(1) A developer shall not sell or agree to sell a residential unit or a proposed residential unit unless he has delivered to the purchaser a copy of

(a) the purchase agreement,

(b) the by-laws or proposed by-laws,

(c) any management agreement or proposed management agreement,

(d) any recreational agreement or proposed recreational agreement,

(e) the lease of the parcel, if the parcel upon which the unit is located is held under a lease and the certificate of title to the unit or proposed unit has been or will be issued under section 4(1)(b),

(f) any mortgage that affects or proposed mortgage that will affect the title to the residential unit or proposed residential unit or, in respect of that mortgage or proposed mortgage, a notice prescribed under subsection (2), and

(g) the condominium plan or proposed condominium plan.

(2) A developer may deliver to the purchaser in respect of a mortgage or proposed mortgage a written notice stating

7 Provides for disclosure of information to purchasers, rescission of purchase agreements, holding of funds in trust and termination of management agreements.

- (a) the maximum principal amount available under the mortgage,
- (b) the maximum monthly payment that may be paid under the mortgage,
- (c) the amortization period,
- (d) the term,
- (e) the interest rate or the formula, if any, for determining the interest rate, and
- (f) the prepayment privileges, if any.

(3) Subject to subsection (4), a purchaser of a residential unit under this section may, without incurring any liability for doing so, rescind the purchase agreement within 10 days from the date the purchase agreement was executed by the parties to it.

(4) A purchaser may not rescind the purchase agreement under subsection (3) if all the documents required to be delivered to the purchaser under subsection (1) have been delivered to the purchaser not less than 10 days prior to the execution of the purchase agreement by the parties to it.

(5) If a purchase agreement is rescinded under subsection (3), the developer shall, within 10 days from his receipt of a written notice by the purchaser of the rescission, return to the purchaser all of the money paid and interest earned on it, if any, in respect of the purchase of the residential unit.

8.2 Every developer who enters into a purchase agreement shall include in the purchase agreement the following:

- (a) a notification that is at least as prominent as the rest of the contents of the purchase agreement and that is printed in red ink on the outside front cover or on the first page of the purchase agreement stating as follows:

“The purchaser may, without incurring any liability for doing so, rescind this agreement within 10 days of its execution by the parties to it unless all of the documents required to be delivered to the purchaser under section 8.1 of *The Condominium Property Act* have been delivered to the purchaser not less than 10 days prior to the execution of this agreement by the parties to it.”;

- (b) a description, drawing or photograph showing

(i) the interior finishing of and all major improvements to the common property located within a building,

(ii) the recreational facilities, equipment and other amenities provided for the use of persons residing in the residential units,

(iii) the equipment owned or provided to the corporation for the maintenance of the common property,

(iv) the location of roadways, walkways, fences, parking areas and recreational facilities,

(v) the landscaping, and

(vi) the exterior finishing of the building;

(c) the amount or estimated amount of the monthly unit contributions in respect of the residential unit;

(d) the unit factor of the unit and the basis of unit factor apportionment for all units comprised in the condominium plan.

8.3(1) A developer or a person acting on his behalf shall hold in trust all the money paid by a purchaser under a purchase agreement, other than rents, security deposits or mortgage advances, and

(a) if the improvements to the residential unit and the common property are substantially completed, that money may be paid to the developer upon delivery of the title document to the purchaser, or

(b) if the improvements to the residential unit are substantially completed but the improvements to the common property are not substantially completed,

(i) not more than 1/2 of that money less the interest earned on it may be paid to the developer upon delivery of the title document to the purchaser, and

(ii) upon the improvements to the common property being substantially completed, the balance of that money and all the interest earned on the total amount held in trust in respect of that purchase agreement may be paid to the developer.

(2) The developer or a person acting on his behalf who receives money that is to be held in trust under subsection (1) shall forthwith deposit the money into an interest bear-

ing trust account maintained in a chartered bank, treasury branch, trust company or credit union in Alberta.

(3) Money deposited under subsection (2) shall be kept on deposit in Alberta.

(4) If money is being held in trust under subsection (1) and the purchaser of the residential unit takes possession of or occupies the unit prior to receiving the title document, the interest earned upon that money from the day the purchaser takes possession or occupies the unit to the day he receives the title document shall be applied against the purchase price of the unit.

(5) Subject to subsection (4) and section 8.1(5), the developer is entitled to the interest earned upon money held in trust under this section.

(6) For the purpose of this section, improvements to the residential unit or the common property, as the case may be, are deemed to be substantially completed when the improvements are ready for use or are being used for the purpose intended.

(7) This section does not apply in respect of money paid to a developer, or to a person acting on behalf of a developer, under a purchase agreement if that money is held under the provisions of a plan, agreement, scheme or arrangement approved by the Minister that provides for the receipt, handling and disbursing of all or a portion of that money or indemnifies against loss of all or a portion of that money or both.

8.4 If a purchaser of a residential unit, prior to receiving title to the unit, rents that unit from the developer, the amount that the developer may charge the purchaser as a security deposit in respect of the unit shall not exceed one month's rent charged for the unit.

Management Agreements

8.5(1) In this section, "developer's management agreement" means a management agreement that was entered into by a corporation at a time when its board was comprised of persons who were elected to the board when the majority of residential units were owned by a developer.

(2) Subject to subsection (3), a corporation may, notwithstanding anything contained in a developer's management agreement or a collateral agreement, terminate a developer's

management agreement at any time after its board is comprised of persons who were elected to the board after the majority of the residential units were owned by persons other than a developer.

(3) A developer's management agreement

(a) may not be terminated under subsection (2) without cause until 2 years have elapsed from the day that the agreement was entered into, except where the agreement permits termination at an earlier date, and

(b) may only be terminated under subsection (2) upon the corporation giving 60 days' written notice to the other party to the agreement of its intention to terminate the agreement,

and the corporation is not liable to the other party to the agreement by reason only of the agreement being terminated under this section.

8 The heading "Future Development" preceding section 9 and section 9 are repealed.

9 The following is added after section 10:

Conversions

10.1 Where a building contains premises that are

(a) rented for residential purposes to a tenant who is not a party to a purchase agreement, and

(b) not included in a condominium plan,

the owner of those premises or any person acting on his behalf shall not sell or agree to sell those premises as a residential unit until the condominium plan that includes those premises is registered at a land titles office.

10 Section 15 is amended by adding the following after subsection (3):

(4) An owner or mortgagee, as the case may be, may exercise his right to vote personally or by proxy.

8 Repeals section 9. Section 9 provides for the future development of a condominium complex after a condominium plan is registered.

9 Conversion of existing residential premises into condominium units.

10 Voting.

11 *Section 17 is amended by adding the following after subsection (1):*

(1.1) A corporation shall, within 15 days of a person becoming or ceasing to be a member of the board, file at the land titles office a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a member of the board.

12 *The following is added after section 17:*

Annual Meetings of the Corporation

17.1 When a developer registers a condominium plan, he shall within

(a) 90 days from the day that 50% of the residential units are sold, or

(b) 180 days from the day that the first residential unit is sold,

whichever is sooner, convene a meeting of the corporation at which a board shall be elected.

17.2(1) The board shall, once every year, convene an annual general meeting of the owners.

(2) An annual general meeting of the owners shall be convened by the board within 15 months of the conclusion of the immediately preceding annual general meeting.

13 *Section 18 is repealed and the following is substituted:*

18(1) The by-laws shall regulate the corporation and provide for the control, management and administration of the units, the real and personal property of the corporation and the common property.

(2) Upon the registration of a condominium plan the by-laws of the corporation are the by-laws set forth in the Schedule.

(3) Any by-law may be amended, repealed or replaced by a special resolution.

11 Section 17 presently reads:

17(1) A corporation shall have a board of managers which shall be constituted as provided by the by-laws of the corporation.

(2) The powers and duties of a corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the board of the corporation.

(3) All acts done in good faith by a board are, notwithstanding that it is afterwards discovered that there was some defect in the election or appointment or continuance in office of any member of the board, as valid as if the member had been properly elected or appointed or had properly continued in office.

12 Annual meeting of the corporation.

13 Section 18 presently reads:

18(1) A building shall be regulated by by-laws made by the corporation which shall provide for the control, management, administration, use and enjoyment of the units and of the common property.

(2) Until by-laws are made in that behalf, the by-laws set forth in Schedule A and Schedule B are, on and after the registration of a condominium plan, in force for all purposes in relation to the parcel and the units and common property therein.

(3) The by-laws set forth in Schedule A shall not be added to, amended or repealed except by unanimous resolution.

(4) An amendment, repeal or replacement of a by-law does not take effect until

(a) the corporation files a copy of it with the Registrar, and

(b) the Registrar has made a memorandum of the filing on the condominium plan.

(5) No by-law operates to prohibit or restrict the devolution of units or any transfer, lease, mortgage or other dealing with them or to destroy or modify any easement implied or created by this Act.

(6) The by-laws bind the corporation and the owners to the same extent as if the by-laws had been signed and sealed by the corporation and by each owner and contained covenants on the part of each owner with every other owner and with the corporation to observe and perform all the provisions of the by-laws.

14 The following is added after section 18:

18.1(1) If an owner, tenant or other person residing in a residential unit contravenes a by-law, the corporation may take proceedings under *The Small Claims Act* to recover from the owner or tenant or both a penalty of not more than \$200 in respect of that contravention.

(2) In an action under subsection (1), the corporation must establish to the satisfaction of the provincial judge hearing the matter that

(a) the by-law was properly enacted, and

(b) the by-law was contravened by the owner, tenant or other person residing in the residential unit.

(3) Upon hearing the matter, the provincial judge may

(a) give judgment against the defendant in the amount being sued for or any lesser amount as appears proper in the circumstances, or

(b) dismiss the action,

and make such award as to costs as appears proper in the circumstances.

(4) A corporation may not commence an action under this section unless it is authorized by by-law to do so.

(4) An addition to or an amendment or repeal of any by-law set forth in Schedule A has no effect

(a) until the corporation lodges a copy thereof with the Registrar, and

(b) until the Registrar has made reference thereto on the registered plan.

(5) No by-law or addition to or amendment or repeal of any by-law of a corporation is capable of operating to prohibit or restrict the devolution of units or any transfer, lease, mortgage or other dealing therewith or to destroy or modify any easement implied or created by this Act.

(6) The by-laws of a corporation bind the corporation and the owners to the same extent as if the by-laws had been signed and sealed by the corporation and by each owner and contained covenants on the part of each owner with every other owner and with the corporation to observe and perform all the provisions of the by-laws.

(7) A corporation shall, on the application of an owner or any person authorized in writing by him, make its by-laws available for inspection.

14 Section 18.1 provides for the enforcement of by-laws.

(5) For the purposes of subsection (2)(a), a copy of a by-law that is certified by the Registrar as being a true copy of the by-law filed at the land titles office is prima facie proof

(a) of the contents of the by-law, and

(b) that the by-law was properly enacted.

(6) The commencement of an action against a person under this section does not restrict, limit or derogate from any remedy that any owner or the corporation may have against that person.

15 Section 19 is amended

(a) in subsection (1) by adding “its real and personal property and” after “and administration of”,

(b) by repealing subsection (2),

(c) in subsection (3)(a) by adding “the real and personal property of the corporation and” after “properly maintain”,

(d) by repealing subsection (3)(c), and

(e) by repealing subsection (4) and substituting the following:

(4) A corporation may by a special resolution acquire or dispose of any interest in real property.

16 Section 20 is amended

(a) by repealing subsection (1)(d) and substituting the following:

(d) to recover from any owner by an action in debt any sum of money spent by the corporation

(i) pursuant to a by-law, or

(ii) as required by a local authority or other public authority,

in respect of that unit or common property that is leased to that owner under section 25.1.

(b) in subsection (3) by striking out “and” at the end of clause (b), by adding “and” at the end of clause (c) and by adding the following after clause (c):

(d) the interest owing, if any, on any unpaid balance of a contribution.

15 Section 19 presently reads:

19(1) A corporation is responsible for the enforcement of its by-laws and the control, management and administration of the common property.

(2) A corporation shall be regulated in accordance with the by-laws thereof.

(3) Without restricting the generality of subsection (1), the duties of a corporation include the following:

(a) to keep in a state of good and serviceable repair and properly maintain the common property;

(b) to comply with notices or orders by any local authority or public authority requiring repairs to or work to be done in respect of the parcel;

(c) to comply with any reasonable request for the names and addresses of the persons who are members of the board of the corporation.

(4) A corporation may acquire, hold and alienate real property.

16 Section 20(1)(d) presently reads:

20(1) In addition to its other powers under this Act, the powers of a corporation include the following:

(d) to recover from any owner by an action for debt any sum of money expended by the corporation for repairs to or work done by it or at its direction in complying with any notice or order by a local authority or public authority in respect of that portion of the building comprising the unit of that owner.

17 *The following is added after section 20:*

20.1 The corporation may, where permitted to do so by by-law, charge interest on any unpaid balance of a contribution owing to it by an owner.

20.2 If any interest referred to in section 20.1 or a deposit referred to in section 27.1(3) is owing by an owner to a corporation, the corporation may, in addition to any rights of recovery that it has in law, recover that amount in the same manner as a contribution under section 20 and for that purpose that amount shall be considered as a contribution under section 20.

20.3 If a corporation registers a caveat against the title to a unit under section 20, it may recover from the owner of the unit the cost incurred in preparing and registering the caveat and in discharging the caveat.

20.4 Subject to section 19(4), a corporation may invest any funds not immediately required by it only in those investments in which a trustee may invest under *The Trustee Act*.

20.5 Upon the written request of an owner, purchaser or mortgagee of a unit the corporation shall, within 20 days of receiving that request, provide to the person making the request one or more of the following as requested by that person:

- (a) a statement setting forth the amount of any contributions due and payable in respect of a unit;
- (b) the particulars of
 - (i) any action commenced against the corporation and served upon the corporation,
 - (ii) any unsatisfied judgment or order for which the corporation is liable, and
 - (iii) any written demand made upon the corporation that, if not met, may result in an action being brought against the corporation;
- (c) the particulars of or a copy of any subsisting management agreement;

17 Section 20.1 allows interest to be charged on outstanding accounts. Section 20.2 provides for the recovery of money. Section 20.3 allows the corporation to recover costs incurred in filing caveats. Section 20.4 governs investments. Section 20.5 requires the corporation to provide information. Section 20.6 requires certain documents to be given to the corporation by the developer.

- (d) the particulars of or a copy of any subsisting recreational agreement;
- (e) a copy of the budget, if any, of the corporation;
- (f) a copy of the financial statement, if any, of the corporation;
- (g) a copy of the by-laws of the corporation;
- (h) a copy of any minutes of proceedings of a general meeting of the corporation or of the board.

Documents, Specifications and Approvals

20.6 A developer shall, not later than 180 days from the day that the first residential unit is sold after the condominium plan is registered, provide to the corporation the original or a copy of

- (a) all warranties and guarantees that exist on any real and personal property of the corporation and the common property for which the corporation is responsible,
- (b) the structural, electrical, mechanical and architectural working drawings and specifications and the as built drawings, if any, for the common property for which the corporation is responsible,
- (c) plans showing the location of underground utility services, sewer pipes and cable television lines located on the common property,
- (d) all written agreements that the corporation is a party to, and
- (e) all certificates, approvals and permits issued by a local authority, the Government or an agent of the Government that relate to any property for which the corporation is responsible.

18 Section 21 is repealed and the following is substituted:

21(1) The corporation

- (a) shall insure and keep insured the units, other than improvements made to the units by the owners, and the common property to their replacement cost against loss resulting from destruction or damage caused by fire and such other perils specified in the by-laws, and

18 Section 21 presently reads:

21(1) The corporation shall insure and keep insured the units and the common property to the replacement value thereof against fire, and against any other supplemental perils which may be specified by the by-laws, to the extent required by the by-laws and for this purpose the corporation has an insurable interest to the replacement value of the units and the common property, and an insurable interest in the subject matter of any other supplemental perils insurance.

(b) may insure and keep insured the units, other than improvements made to the units by the owners, and the common property against additional perils other than those specified in the Act or the by-laws,

and for that purpose the corporation has an insurable interest in the units, other than improvements made to the units by the owners, and the common property.

(2) Where a corporation places insurance under subsection (1)(b), it may continue that insurance unless it is prohibited from doing so by a resolution passed at a properly convened meeting of the corporation.

(3) Any payment by an insurer under a policy of insurance for the destruction of or damage to a unit or the common property shall,

(a) notwithstanding the terms of the policy, be paid to the insurance trustee designated in the by-laws or, if the by-laws do not designate an insurance trustee, to the corporation, and

(b) be used forthwith, subject to sections 29, 30 and 31, for the repair or replacement of the damaged or destroyed unit, other than improvements made to the unit by the owner, or common property, as the case may be.

(4) Insurance against the loss resulting from damage to or destruction of the units, other than improvements made to the units by the owners, or the common property

(a) that is placed by the corporation is deemed to be first loss insurance, and

(b) that is placed by the owner of a unit in respect of the same property that is insured by the corporation is deemed to be excess insurance.

19 Sections 22, 23 and 24 are repealed.

(2) Where the by-laws are silent concerning insurance against any supplemental peril, the board may insure against that peril but the premium payable therefor shall only obligate the corporation for a period until the next general meeting of the corporation at which time continuation of the insurance may be authorized by special resolution.

(3) Any payment by an insurer under a policy of insurance entered into under subsection (1) shall, notwithstanding the terms of the policy, be paid to or to the order of the corporation, and, subject to section 29, the corporation shall forthwith use the proceeds for the repair or replacement of the damaged units and common property so far as the same may lawfully be effected.

(4) A policy of insurance issued to a corporation under subsection (1) is not liable to be brought into contribution with any other policy of insurance except another policy issued on the same property under subsection (1), and, notwithstanding the provisions of the policy, shall be deemed not to be other insurance in relation to such other policy.

19 Sections 22, 23 and 24 presently read:

22(1) Notwithstanding section 21, subsection (1), The Alberta Insurance Act, or any other law relating to insurance, a unit owner may insure

(a) his unit, to the replacement value thereof, against fire and such other supplemental perils to the extent that it is not so insured by the corporation under section 21, subsection (1),

(b) improvements to his unit, to the extent the improvements are not so insured by the corporation under section 21, subsection (1),

20 *The following section is added:*

24.1 Upon a written request of an owner, purchaser or mortgagee of a unit the corporation shall, within 20 days of receiving that request, provide to the person making the request copies of the policies of insurance acquired by the corporation.

21 *The following is added after section 25:*

25.1 Notwithstanding section 25, a corporation may, if its by-laws permit it to do so, grant a lease to an owner of a residential unit permitting that owner to exercise exclusive possession in respect of an area or areas of the common property.

22 *The following is added after section 27:*

Rental of Residential Units

27.1(1) An owner of a residential unit shall not rent his unit until he has given written notice to the corporation of his intention to rent the unit, setting forth

(a) the address at which he may be served with a notice given by the corporation under section 27.2 or an order made under section 27.4, and

(c) his unit, in a sum equal to the amount owing at the date of any loss referred to in the policy on a mortgage of his unit, and

(d) his unit, against any other supplemental perils, where the supplemental perils are not insured by the corporation.

(2) Notwithstanding The Alberta Insurance Act, or the terms and conditions of the policy, any payment by an insurer under a policy of insurance entered into for the purpose of subsection (1), clause (c) shall be made to the mortgagees, if the mortgagees, or any of them, so require, in the order of their priorities, and the insurer is then entitled to an assignment of the mortgage or a partial interest in the mortgage to secure the amount so paid.

(3) A policy of insurance issued to a unit owner under the authority of subsection (1) is not liable to be brought into contribution with any other policy of insurance except another policy issued on the same property under subsection (1), and, notwithstanding the provisions of the policy, shall be deemed not to be other insurance in relation to such other policy.

23 Section 21, subsection (1) does not restrict the capacity of any person to insure otherwise than as provided in that subsection.

24 Nothing in section 22 limits the right of an owner to insure against risks other than damage to his unit.

20 Obtaining copies of insurance policies.

21 Exclusive use areas.

22 Permits the corporation to have certain control over persons who are renting residential units.

- (b) the amount of rent to be charged for the unit.
- (2) Where an owner of a residential unit rents his unit it is a condition of that tenancy, notwithstanding anything in the tenancy agreement, that the persons residing in that unit shall not
- (a) cause damage to the real or personal property of the corporation or the common property, or
 - (b) contravene the by-laws.
- (3) The corporation may require an owner who rents his residential unit to pay to and maintain with the corporation a deposit that the corporation may use for
- (a) the repair or replacement of the real and personal property of the corporation or of the common property that is damaged, destroyed, lost or removed by a person residing in the rented unit, and
 - (b) the maintenance, repair or replacement of any common property that is subject to a lease granted to the owner of the unit under section 25.1.
- (4) A deposit referred to in subsection (3) shall not exceed one month's rent charged for the unit.
- (5) The owner of a residential unit shall give the corporation written notice of the name of the tenant residing in the unit within 20 days from the commencement of the tenancy.
- (6) Within 20 days of ceasing to rent his residential unit, the owner shall give the corporation written notice that his unit is no longer rented.
- (7) A corporation shall, within 20 days of receiving a written notice under subsection (6),
- (a) return the deposit to the owner,
 - (b) if the corporation has made use of the deposit for one or more of the purposes referred to under subsection (3), deliver to the owner
 - (i) a statement of account showing the amount used, and
 - (ii) the balance of the deposit not used, if any,
- or
- (c) if the corporation is entitled to make use of the deposit but is unable to determine the amount of the deposit that it will use, deliver to the owner an estimat-

ed statement of account showing the amount it intends to use and, within 60 days after delivering to the owner the estimated statement of account, deliver to the owner

(i) a final statement of account showing the amounts used, and

(ii) the balance of the deposit not used, if any.

27.2(1) The corporation may give a tenant renting a residential unit a notice to give up possession of that unit, if a person residing in that unit

(a) causes damage, other than normal wear and tear, to the real or personal property of the corporation or to the common property, or

(b) contravenes a by-law.

(2) Where the corporation gives a tenant a notice under subsection (1),

(a) the tenant shall give up possession of the residential unit, and

(b) notwithstanding *The Landlord and Tenant Act* or anything contained in the tenancy agreement between the tenant and his landlord, the tenancy agreement terminates,

on the last day of the month immediately following the month in which the notice is served upon the tenant.

(3) A notice given under subsection (1) shall be served on the tenant and the owner of the residential unit.

27.3(1) If a tenant is given notice under section 27.2(1) and does not give up possession, the corporation may apply by originating notice to the Court for an order requiring the tenant to give up possession of the residential unit.

(2) An originating notice under this section shall be served upon the tenant not less than 3 days, exclusive of holidays and Saturdays, before the day named in the notice for the hearing of the application.

(3) The application of the corporation shall be supported by an affidavit

(a) establishing service of the notice under section 27.2 to give up possession,

(b) stating the reasons for giving the tenant a notice to give up possession,

(c) stating the failure of the tenant to give up possession and the reasons given, if any, for that failure, and

(d) stating any other relevant facts.

(4) Upon hearing the application the Court may order the tenant to give up possession of the residential unit by a date specified in the order and make any other order that it considers proper in the circumstances.

27.4(1) Where a person residing in a residential unit that is being rented

(a) has caused or is causing excessive damage to the real or personal property of the corporation or to the common property, or

(b) is a danger to or is intimidating persons who are residing in the other residential units located on the parcel,

the corporation may, notwithstanding that the tenant renting that residential unit has or has not been given a notice to give up possession of that residential unit under section 27.2 or by the landlord under the tenancy agreement, apply by originating notice to the Court for an order requiring the tenant to give up immediate possession of that residential unit.

(2) An originating notice under this section shall be served upon the tenant not less than 3 days, exclusive of holidays and Saturdays, before the day named in the notice for the hearing of the application.

(3) The application of the corporation shall be supported by an affidavit

(a) stating

(i) the damage to the real or personal property of the corporation or the common property, and

(ii) the nature of the danger to or intimidation of persons residing in the other residential units,

or either of them, and

(b) stating any other relevant facts.

(4) Upon hearing the application, the Court may make an order

(a) requiring the tenant to give up possession of the residential unit, if the Court is satisfied that

(i) a person residing in that residential unit has caused or is causing excessive damage to the real or personal property of the corporation or the common property or is a danger to or is intimidating persons residing in the other units, and

(ii) there are reasonable and probable grounds to believe that further damage may be done or that the danger or intimidation will not cease if the tenant is allowed to remain in possession of the rented unit,

and

(b) fixing the day upon which the tenant is required to give up possession of the rented unit,

and make any other order that it considers proper in the circumstances.

(5) The tenancy agreement between the tenant and the landlord terminates on the day that the tenant is required to give up possession of the unit pursuant to an order made under subsection (4).

(6) Notwithstanding subsection (2), if the Court considers it proper in the circumstances, an application under this section may be made *ex parte*.

(7) The corporation shall serve a copy of an order made under subsection (4) on the owner of the residential unit in respect of which the order was made.

27.5(1) A corporation shall not

(a) impose or collect deposits under section 27.1,

(b) give notices to give up possession of residential units under section 27.2, or

(c) make applications to the Court under section 27.3 or 27.4,

unless it is authorized by by-law to do so.

(2) A by-law referred to in subsection (1) may be general or specific in its application.

23 *Section 39 is amended*

(a) *by repealing subsection (1) and substituting the following:*

39(1) Unless otherwise provided for in this Act or the regulations, an application to the Court under this Act shall be by petition.

(b) *by repealing subsections (4) and (5).*

24 *The following is added after section 39:*

39.1 The Court may from time to time vary any order made by it under this Act.

25 *Section 41 is repealed.*

26 *Section 42(1) is repealed and the following is substituted:*

42(1) A document including any written notice or request may be served on a corporation

(a) by leaving it at or by sending it by registered mail

(i) if a change of address for service has not been filed under section 42.2(2), to the address shown on the condominium plan, or

(ii) if a change of address for service has been filed under section 42.2(2), to the address for service shown on the latest notice filed,

or

(b) by personal service on a member of the board.

27 *The following is added after section 42:*

42.1(1) A corporation may serve upon an owner a notice given under section 27.2 or an order made under 27.4

(a) by personal service, or

(b) by registered mail sent to the address given to the corporation under section 27.1.

23 Section 39(1), (4) and (5) presently read:

39(1) Every application to the Supreme Court under this Act shall be by petition unless otherwise prescribed by the regulations.

(4) The Supreme Court may from time to time vary any order made by it under this Act.

(5) On any application under this Act the Supreme Court may make such order for the payment of costs as it thinks fit.

24 Order of the Supreme Court.

25 Section 41 presently reads:

41 A corporation shall at or near the front building alignment of the parcel cause to be continually available a receptacle suitable for purposes of a postal delivery, with the name of the corporation clearly set out thereon.

26 Section 42 presently reads:

42(1) A document may be served on the corporation or the board thereof

(a) by post enclosed in a prepaid letter addressed to the corporation or the board, as the case may be, at the address shown on the condominium plan concerned, or any amendment thereof, or

(b) by placing the document in the receptacle mentioned in section 41.

(2) For the purposes of this section "document" includes summons, notice, tax notice, order and other legal process.

27 Section 42.1 provides for service of notices given under the Act. Section 42.2 provides for the changing of address by a corporation. Section 42.3 allows the corporation to charge a fee to cover expenses incurred in providing documents.

(2) A corporation may serve upon a tenant a notice given under section 27.2 or an originating notice referred to in section 27.3 or 27.4

(a) by personal service, or

(b) where the tenant cannot be served personally by reason of his absence from the premises or by reason of his evading service,

(i) by giving it to any adult person who apparently resides with the tenant,

(ii) by posting it up in a conspicuous place upon some part of the premises, or

(iii) by sending it by registered mail to the tenant at the address where he resides.

42.2(1) A corporation may by resolution of the board change its address for service.

(2) A change in the address for service under subsection (1) does not take effect until a notice of that change of address is filed in the prescribed form at the land titles office.

42.3 The corporation may charge a reasonable fee to compensate it for the expenses it incurs in producing and providing any document required under this Act.

28 Section 47 is repealed and the following is substituted:

47(1) A person who fails to comply with section 8.1(1) or (5), 8.2 or 10.1 is guilty of an offence and liable upon summary conviction to a fine of not more than \$2000.

(2) Subject to subsection (1), a person who fails to comply with this Act is guilty of an offence and liable on summary conviction to a fine of not more than \$500.

(3) If a corporation fails to comply with this Act, each member of the board who is knowingly a party to that failure is guilty of an offence and liable on summary conviction to a fine of not more than \$500.

29 The following is added after section 47:

47.1(1) This Act applies notwithstanding any agreement to the contrary and any waiver or release given of the rights,

28 Section 47 presently reads:

47 If default is made in complying with

(a) any requirement of section 18, subsection (4), section 32, subsection (1), section 36, subsection (1) or section 41, or

(b) any duty to a municipality imposed on a corporation by this Act,

the corporation and each member of the board who is knowingly a party to the default is guilty of an offence and is liable upon summary conviction to a fine of not more than five hundred dollars.

29 Effect of Act.

benefits or protections provided by or under this Act is void.

(2) Any remedy that a purchaser of a residential unit has under this Act is in addition to any other rights or remedies that he has.

(3) A purchase agreement may be enforced by a purchaser notwithstanding that the developer failed to comply with this Act.

30 Schedules A and B are repealed and the Schedule to this Act is substituted.

31 In the following provisions, “Supreme Court” is struck out wherever it occurs and “Court” is substituted:

section 16;
section 28;
section 29;
section 31;
section 34;
section 39(2) and (3);
section 48(d).

Transitional

32(1) Subject to subsection (2), if

(a) a corporation as defined in The Condominium Property Act existed at the commencement of this section, and

(b) that corporation was regulated by the by-laws set forth in Schedules A and B of The Condominium Property Act as those by-laws existed immediately prior to the commencement of this section,

that corporation shall continue to be regulated by those by-laws and for that purpose those by-laws remain in force in respect of that corporation.

(2) A corporation referred to in subsection (1) may by a special resolution repeal its by-laws as they existed at the commencement of this section and adopt the by-laws enacted by section 30 of this Act.

33 Notwithstanding section 8 of this Act, section 9 of The Condominium Property Act is in force after its repeal in relation to any matter begun but not completed under that section at the commencement of section 8 of this Act and section 9 of The

30 Replaces Schedules A and B.

31 Consequential to the definition of “Court” in the proposed section 2(1)(f.1).

32 Existing corporations.

33 Consequential to the repeal of section 9 of The Condominium Property Act.

Condominium Property Act remains in force in relation to those matters until those matters are completed or the caveat lapses in accordance with that section, whichever occurs first.

Commencement

34(1) This Act, except sections 6(d), 7, 11, 12 and 15(d), comes into force on the day upon which it is assented to.

(2) Sections 6(d), 7, 11, 12 and 15(d) come into force on January 1, 1979.

SCHEDULE

BY-LAWS OF THE CORPORATION

1(1) In these by-laws,

(a) “Act” means *The Condominium Property Act*;

(b) “annual general meeting” means an annual general meeting of the corporation;

(c) “general meeting” means a general meeting of the corporation.

(2) Expressions defined in section 2 of the Act have the same meaning in these by-laws.

(3) The rights and obligations given or imposed on the corporation or the owners under these by-laws are in addition to any rights or obligations given or imposed on the corporation or the owners under the Act.

(4) If there is any conflict between these by-laws and the Act, the Act prevails.

Duties of the Owner

2 An owner shall

(a) permit the corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter his unit for the purpose of

(i) inspecting the unit,

(ii) maintaining, repairing or replacing pipes, wires, cables and ducts existing in the unit and used or capable

of being used in connection with the enjoyment of any other unit or common property,

(iii) maintaining, repairing or replacing common property, or

(iv) ensuring that the by-laws are being observed,

(b) forthwith

(i) carry out all work that may be required pursuant to these by-laws or as required by a local authority or other public authority in respect of his unit, other than any work for the benefit of the building generally, and

(ii) pay all rates, taxes, charges and assessments that may be payable in respect of his unit,

(c) maintain his unit in a state of good repair,

(d) notify the corporation forthwith of

(i) any change in the ownership of the unit, or

(ii) any mortgage registered against the unit,

and

(e) not make structural, mechanical or electrical alterations to his unit or to the common property without the prior written consent of the board, which shall not be unreasonably withheld.

Powers of the Corporation

3 The corporation may

(a) acquire personal property to be used

(i) for the maintenance, repair or replacement of any real or personal property of the corporation or the common property, or

(ii) by owners in connection with their enjoyment of the real and personal property of the corporation or the common property,

(b) borrow money required by it in the performance of its duties or the exercise of its powers,

(c) secure the repayment of money borrowed by it and interest on that money by negotiable instrument, a mortgage of unpaid contributions (whether levied or not), or a mortgage of any property owned by it or by any combination of those means,

- (d) grant a lease to an owner under section 25.1 of the Act,
- (e) charge interest under section 20.1 of the Act on any contribution owing to it by an owner, and
- (f) make an agreement with any owner or tenant of a unit for the provision of amenities or services by it to the unit or to the owner or tenant of the unit.

Election of the Board

- 4**(1) The board shall consist of not less than 3 and not more than 7 individuals.
- (2) Notwithstanding subsection (1), where there are not more than 2 owners, the board may consist of one or more individuals not to exceed 7 in number.
- (3) An individual shall not be a member of the board unless that individual is 18 years of age or older.

Eligibility to Sit on the Board

- 5**(1) A person does not need to be an owner in order to be elected to the board.
- (2) Notwithstanding subsection (1),
 - (a) where a unit has more than one owner, only one owner in respect of that unit may sit on the board at one time, and
 - (b) any owner who has not paid to the corporation any contributions due and owing in respect of his unit is not eligible for election to the board.

Voting

- 6** At an election of members of the board each person entitled to vote may vote for such number of nominees as there are vacancies to be filled on the board.

Term of Office

- 7**(1) Subject to subsection (2), a member of the board shall be elected at an annual general meeting for a term expiring at the conclusion of the annual general meeting convened in the 2nd year following the year in which he was elected to the board.

(2) At the first general meeting convened under section 17.1 of the Act

(a) not more than 50% of the members of the board shall be elected for a term expiring at the conclusion of the annual general meeting convened in the year following the year in which they were elected, and

(b) the balance of the members shall be elected for a term expiring at the conclusion of the annual general meeting convened in the 2nd year following the year in which they were elected.

(3) Each member of the board shall remain in office until

(a) the office becomes vacant under section 9 of these by-laws,

(b) the member resigns,

(c) the member is removed under section 8 of these by-laws, or

(d) his term of office expires,

whichever comes first.

Removal of a Member of the Board

8 Except where the board consists of less than 3 individuals, the corporation may by resolution at a general meeting remove any member of the board before the expiration of his term of office and appoint another individual in his place to hold that office for the remainder of the term.

Vacating of the Office of a Member of the Board

9 The office of a member of the board is vacated if he

(a) becomes bankrupt under the *Bankruptcy Act* (Canada),

(b) is more than 30 days in arrears in payment of any contribution required to be made by him as an owner,

(c) is the subject of a certificate of incapacity issued under *The Mental Health Act, 1972*,

(d) is convicted of an indictable offence for which he is liable to imprisonment for a term of not less than 2 years,

(e) resigns his office by serving notice in writing upon the corporation, or

(f) is absent from 3 consecutive meetings of the board without permission of the board and it is resolved at a subsequent meeting of the board that his office be vacated.

Vacancy

10 Where a vacancy occurs on the board under section 9 of these by-laws, the board may appoint a person to fill that office for the remainder of the former member's term.

Officers of the Corporation

11(1) At the first meeting of the members of the board held after the general meeting of the corporation at which they were elected, the board shall designate from its members a president, vice-president, secretary and treasurer of the corporation.

(2) Notwithstanding subsection (1), the board may designate one person to fill the offices of secretary and treasurer.

(3) In addition to those duties assigned to the officers by the board,

(a) the president or, in the event of his absence or disability, the vice-president,

(i) is responsible for the daily execution of the business of the corporation, and

(ii) shall act as chairman of the meetings of the board;

(b) the secretary or, in the event of his absence or disability, another member of the board designated by the board,

(i) shall record and maintain all the minutes of the board,

(ii) is responsible for all the correspondence of the corporation, and

(iii) shall carry out his duties under the direction of the president and the board;

(c) the treasurer or, in the event of his absence or disability, another member of the board designated by the board, shall

(i) receive all money paid to the corporation and deposit it as the board may direct,

(ii) properly account for the funds of the corporation and keep such books as the board may direct,

(iii) present to the board when directed to do so by the board, a full detailed account of receipts and disbursements of the corporation, and

(iv) prepare for submission at the annual general meeting

(A) a budget for the forthcoming fiscal year of the corporation, and

(B) an audited statement for the most recently completed fiscal year of the corporation.

(4) A person ceases to be an officer of the corporation if he ceases to be a member of the board.

(5) Where a person ceases to be an officer of the corporation, the board shall designate from its members a person to fill that office for the remainder of the term.

(6) Where a board consists of not more than 3 persons, those persons may perform the duties of the officers of the corporation in such manner as the board may direct.

Majority Vote and Quorum of the Board

12(1) At meetings of the board, all matters shall be determined by majority vote, and in the event of a tie vote, the chairman is entitled to a casting vote in addition to his original vote.

(2) A quorum at a meeting of the board shall be a majority of the members of the board.

Written Resolutions

13 A resolution of the board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the board duly convened and held.

Seal of the Corporation

14(1) The corporation shall have a corporate seal which shall not be used except

(a) under the authority of a resolution of the board given prior to its use, and

(b) in the presence of not less than 2 members of the board who shall sign the instrument to which the seal is affixed.

(2) Notwithstanding subsection (1), where there are not more than 2 members of the corporation, one member may be authorized by the board to use the corporate seal and sign the instrument to which the seal is affixed.

Signing Authority

15 The board shall prescribe, by resolution,

(a) those officers or other persons who are authorized to sign cheques, drafts, instruments and documents not required to be signed under the corporate seal, and

(b) the manner, if any, in which those cheques, drafts, instruments or other documents are to be signed.

Powers of the Board

16(1) The board shall

(a) meet at the call of the president to conduct its business and adjourn and otherwise regulate its meetings as it thinks fit, and

(b) meet when any member of the board gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying the reason for calling the meeting.

(2) The board may employ for and on behalf of the corporation such agents and employees as it thinks fit in connection with the control, management and administration of the real and personal property of the corporation and the common property, and in that respect may authorize those persons to exercise the powers of and carry out the duties of the corporation.

(3) The board may, subject to any restriction imposed upon or direction given to it at a general meeting of the corporation, delegate to any of its members or to another person any or all of its powers and duties as it thinks fit, and may at any time revoke that delegation.

Duties of the Board

17 The board shall

- (a) cause proper books of account to be kept in respect of all money received and expended by it and the matters in respect of which the receipt and expenditure take place;
- (b) prepare financial statements relating to all money of the corporation, and the income and expenditures of the corporation, for each annual general meeting;
- (c) maintain financial records of all the assets, liabilities and equity of the corporation;
- (d) submit to the annual general meeting an annual report consisting of the financial statements and such information as the board may determine or as may be directed by a resolution passed at a general meeting.

Procedure

18 All meetings of the board and general meetings shall be conducted according to the rules of procedure adopted by the board.

General Meetings Other than an Annual General Meeting

19 The board

- (a) shall, upon the written request of the owners entitled to vote and who represent 15% of the total unit factors for the units, convene a general meeting, and
- (b) may, whenever it considers it proper to do so, convene a general meeting.

Notice of General Meetings

20(1) Where an annual general meeting or a general meeting is to be convened, the board shall, not less than 7 days prior to the day upon which the meeting is to be convened, give to each owner written notice of the meeting stating

- (a) the place, date and time at which the meeting is to be convened, and

(b) the nature of any special business, if any, to be brought forth at the meeting.

(2) Upon being notified by a mortgagee entitled to vote under section 15 of the Act that it wishes to be notified of general meetings, the board shall give to that mortgagee the same notices required to be given under subsection (1) to the owner.

(3) An annual general meeting or a general meeting or anything done at that meeting is not invalid by reason only that

(a) a person, by accident, was not, in respect of that meeting, given a notice under subsection (1), or

(b) a person did not in fact receive a notice given under subsection (1) in respect of that meeting.

Quorum

21(1) Except as otherwise provided in these by-laws, no business shall be transacted at an annual general meeting or a general meeting unless a quorum of persons entitled to vote is present or represented by proxy, at the time when the meeting commences.

(2) A quorum for an annual general meeting or a general meeting consists of 25% of all the persons entitled to receive notice under section 20 of these by-laws being present in person or represented by proxy at that meeting.

(3) If within 30 minutes from the time appointed for the commencement of an annual general meeting or a general meeting a quorum is not present, the meeting shall stand adjourned to the corresponding day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the commencement of the meeting, the persons entitled to vote who are present or represented by proxy constitute a quorum for the purpose of that meeting.

22(1) The president or, in the event of his absence or disability, the vice-president or such other person as may be elected at the meeting, shall act as chairman of an annual general meeting or a general meeting .

(2) The order of business at an annual general meeting and, as far as practicable at any other general meeting, shall be as follows:

- (a) call to order by the chairman;
- (b) calling of the roll and certifying of proxies;
- (c) proof of notice of meeting or waiver or proxies;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) election of members of the board;
- (h) unfinished business;
- (i) new business;
- (j) adjournment.

Show of Hands

23(1) At an annual general meeting or a general meeting, a resolution shall be voted upon by a show of hands unless a poll is demanded by a person entitled to vote and present in person or by proxy, and unless a poll is so demanded, a declaration by the chairman that a resolution has on the show of hands been carried is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.

(2) If a person demands a poll, that person may withdraw that demand and upon the demand being withdrawn the vote shall be taken by a show of hands.

Taking of Poll

24 A poll, if demanded, shall be conducted in such manner as the chairman thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Tie Vote

25 In the case of a tie in a vote taken at an annual general meeting or a general meeting, whether on a show of hands or on a poll, the chairman of the meeting is entitled to a casting vote in addition to his original vote.

Number of Votes

26(1) If a vote is taken by a show of hands, each person entitled to vote has one vote.

(2) If a vote is taken by a poll, the number of votes that a person may cast shall correspond to the unit factors for the respective units represented by that person.

Votes at an Annual General Meeting or a General Meeting

27 Except for matters requiring a special resolution or unanimous resolution, all matters shall be determined by a majority vote.

Manner of Voting

28 On a show of hands or on a poll, votes may be given either personally or by proxy.

Appointment of Proxy

29 An instrument appointing a proxy shall be in writing under the hand of the person making the appointment or his attorney, and may be either general or for a particular meeting, but a proxy need not be an owner.

Restrictions on Voting

30(1) Except as provided for in subsection (2) or section 15 of the Act, there are no restrictions or limitations on an owner's rights to vote at an annual general meeting or a general meeting.

(2) Where, at the time of an annual general meeting or a general meeting, an owner has not paid to the corporation all contributions that are due and owing in respect of his unit, that owner is ineligible to cast a vote at that meeting in respect of any resolution other than a special resolution or a unanimous resolution.

(3) An owner's ineligibility to cast a vote does not affect the right of the mortgagee first entitled in priority in respect of a mortgage registered against the title of that owner's unit to vote in accordance with the Act.

Vote by Co-owners

31(1) If a unit is owned by more than one person, those co-owners may vote personally or by proxy and

(a) in the case of a vote taken by a show of hands, those co-owners are entitled to one vote between them, and

(b) in the case of a vote taken by a poll, a co-owner is entitled to that portion of the vote applicable to the unit as is proportionate to his interest in the unit.

(2) Any co-owner may demand that a poll be taken.

Signed Resolution - Majority Vote

32 Where a resolution of the members of the corporation requires a majority vote, that resolution signed in person or by proxy by all the persons who, at a properly convened annual general meeting or general meeting of the corporation, would be entitled to vote, shall have the same effect as a resolution duly passed at the meeting.

Capital Replacement Reserve Fund

33(1) The board shall establish and maintain a fund called a "Capital Replacement Reserve Fund" to be used for the repair or replacement of

(a) any real and personal property owned by the corporation, and

(b) the common property,

where the repair or replacement does not occur annually.

(2) The board may by resolution determine the minimum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single expenditure.

Failure to Comply with By-laws

34 The board may exercise the powers provided for in section 18.1 of the Act.

Tenants

35 The corporation is authorized to

(a) impose and collect deposits under section 27.1 of the Act,

(b) give notices to give up possession of residential units under section 27.2 of the Act, and

(c) make applications to the Court under sections 27.3 and 27.4 of the Act.

Amendment of By-laws

36 Notwithstanding section 20 of these by-laws, where a by-law is to be amended, repealed or replaced, the persons entitled to vote shall be given written copies of the text of the proposed amendment, repeal or replacement not less than 14 days prior to the day upon which the special resolution is to be voted on.

Restrictions in Use

37(1) In this section,

(a) “occupant” means a person present in a unit or in or upon the real or personal property of the corporation or the common property with the permission of an owner;

(b) “owner” includes a tenant.

(2) An owner shall not

- (a) use or enjoy the real or personal property of the corporation or the common property in such a manner as to unreasonably interfere with its use and enjoyment by other owners or the occupants;
 - (b) use his unit in a manner or for a purpose that will cause a nuisance or hazard to any other owner or occupant;
 - (c) use his unit for a purpose that is illegal;
 - (d) make undue noise in his unit or on or about real property of the corporation or the common property;
 - (e) keep an animal on his unit or the real property of the corporation or the common property after a date specified in a notice given to him by the board;
 - (f) in the case of a residential unit, use his unit for a purpose other than for residential purposes;
 - (g) do anything in respect of his unit, the real or personal property of the corporation or the common property or bring or keep anything on it that will in any way increase the risk of fire or result in an increase of any insurance premiums payable by the corporation;
 - (h) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
 - (i) hang or place on the real property of the corporation or the common property or within a unit anything that is, in the opinion of the board, aesthetically displeasing when viewed from outside the units;
 - (j) leave articles belonging to his household on the real property of the corporation or the common property when those articles are not in actual use;
 - (k) obstruct a sidewalk, walkway, passage, driveway or parking area other than for ingress and egress to and from his unit;
 - (l) use any portion of the real property of the corporation or the common property except in accordance with the by-laws.
- (3) An owner shall ensure that his occupants comply with those requirements that the owner must comply with under subsection (2).