VISOA
Vancouver Island Strata Owners Association

- 602 - 620 View Street, Victoria, B.C. V8W 1J6
- General Office Email: information@visoa.bc.ca
- Office Telephone: (250) 920-0688 or 1-855-38VISOA (1-855-388-4762)
- Strata Support Team: 250-920-0222 or 1-877-33VISOA (1-877-338-4762)
- Web site: www.visoa.bc.ca

VISOA Bulletin - AUGUST 2021

We Can't Afford Not to Repair

Lessons from Surfside Towers

By Wendy Wall

We have all seen the news. On June 24, 2021, a 12-story, 136-unit beachfront condominium building known as Surfside Towers South in a Miami suburb, partially collapsed. At the time of writing this article, 97 of the 240 residents have been confirmed dead and the search has ended for the 98th victim. The question on everyone's minds is why did it take so long to act on the findings of an engineer's report from 2018 that identified major structural damage and other issues?

A former board member (known as council members here in BC) told the Washington Post "It took a lot of time to get the ball rolling, and of course there was sticker shock. Nobody truly believed the building was in imminent danger."

As recently as April, residents were divided over the repairs with dozens signing a letter that questioned the details of the proposed spending and asked the board to consider a lower assessment saying "We cannot afford an assessment that doubles the amount of the maintenance dues" (known as strata fees in BC).

This is a common problem that many of us in BC have encountered in our stratas: some owners won't accept or believe the information provided by professionals such as engineers and architects. This skepticism only serves to spark endless debates about the scope of work identified in the reports. Fight it as they may, the repairs eventually become critical and cannot be put off any longer. Meanwhile the delays

Continued on page 2

In this issue...

frequently drive up the cost.

In the case of Surfside Towers, despite the engineer's findings and dire warnings from the board, many condo owners balked at the cost. While owners squabbled and bickered for 3 years, the building continued to deteriorate at an accelerated rate, and the damage to the building's concrete support system became more extensive. By 2021 the scope and estimated cost of the project ballooned from about $9 million to more than $15 million.

It's no surprise that several members of the Surfside Towers condo board resigned over the last 3 years. In her 2019 resignation letter, one board member explained, "We work for months to go in one direction and at the very last minute objections are raised that should have been discussed and resolved right in the beginning…This pattern has repeated itself over and over, ego battles, undermining the roles of fellow board members, circulation of gossip and mistruths…[the board] works very hard but cannot for the reasons above accomplish the goals we set out to accomplish."

Timing is one of the saddest facts of this story. Just two months before the collapse of Surfside Towers, the board had enough support to call a meeting for owners to approve a $15 million special assessment to pay for the repairs. For those owners still opposing the special assessment, one board member summed up the reality of a building that was neglected for some time, "But our home needs attention, and this is not a surprise. We have known for several years now that this was coming."

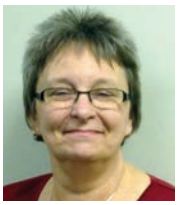
In my view, the argument that "It's too expensive" just doesn't hold water. It is illogical to delay needed repairs. It is unacceptable to risk the safety of residents or allow their homes to become uninhabitable. It would be wise to take a hard look at the condition of our buildings and make sure that key repairs aren't neglected. We should hire qualified professionals to assess the building envelope and structure. We should listen to their findings. We shouldn't allow sticker shock to prevent us from moving forward with repairs. In the end, doing repairs in a timely manner will save us money.

University of Windsor sociologist Randy Lippert, who wrote about the tangle of competing interests in condos in his 2019 study Condo Conquest, told the Globe and Mail that governance failings can have dire consequences. "The disaster [in Miami] was caused by social reasons, not physical reasons," he said.

From the moment we purchase a strata lot we enter into a contract with each other to maintain our buildings. If owners don't care enough about the safety of their neighbours to build up the Contingency Reserve Fund and/or pay special assessments for these important repairs, then they simply shouldn't be living in a strata.

Let's learn from the Surfside Towers tragedy and take better care of our buildings and each other.

Editor's Message



This issue of the Bulletin is packed full of what we hope you'll agree are some great articles, some written by our members, as well as the VISOA team and others. If you have an idea for an article, let us know – and if you don't wish to write it yourself just give us the general idea and we'll take it from there.

Are you getting tired of hearing about COVID-19? It seems as though the worst is over, and we have two articles to help you with your re-opening plans – pages 9 and 18 - as well as a hopeful related message from our President on page 19.

We have a full slate of "You Asked" questions and answers beginning on page 13. So many questions tied into recent CRT decisions and we hope you'll find them informative.

Our frequent guest columnist, lawyer Shawn Smith has written an article for us starting on page 3 all about document requests. It's a basic function of the strata – to retain and store records, and provide copies to owners when requested. Reading and understanding sections 35 and 36 of the SPA is crucial, and Shawn makes it easy to grasp.

Have you noticed the cleaner look to our last Bulletin, which we've carried forward to this issue? Ads are mostly together on a full page, rather than interspersed with the articles. We hope it makes for easier reading. Let us know what you think! As always, we'd love to hear from you. Please email us at editor@visoa.bc.ca

Sandy Wagner, Editor

Document Requests Under the *Strata Property Act*

By Shawn M. Smith

A strata corporation's obligations with respect to the retention and production of documents are addressed in sections 35 and 36 of the *Strata Property Act* (SPA). Section 35 contains a list of the various types of documents which must be kept by the strata corporation. In turn, Regulation 4.1 establishes the time periods for which those various documents must be kept. Section 36 allows owners to view and request copies of those documents enumerated in section 35. That same section also permits a former owner and former tenant to request documents during the period in which they were an owner or a tenant. Those same provisions have been held to apply to sections within a strata corporation - *Smiley v. The Residential Section of Strata Plan VIS1921* 2017 BCCRT 75.

While strata corporations may keep documents which go beyond the scope of s.35 of the SPA (i.e. sign in sheets and proxies), they are not required to disclose them under s.36 - *Ottens et al v. Strata Plan LMS 2785 et al,* 2019 BCCRT 730; *Ringler et. al v. Strata Plan LMS 4555*, 2018 BCCRT 396. The CRT has no jurisdiction to expand what is required to be provided under s.36 (Strata Plan NWS 1018 v Hamilton, 2019 BCSC 863). Thus, the principles discussed below apply only to documents captured by s.35 of the SPA.

It is section 36 of the SPA which creates the most difficulty for strata corporations. Those difficulties often surround requests for correspondence. Before reviewing how to deal with document requests, it should be noted that an owner is not required to justify their request or explain why they want certain documents. The disclosure requirements of s.36 are mandatory *(Francis v. Strata Plan LMS2854 2020 BCCRT 1445).*

What constitutes "correspondence" has been the subject of judicial consideration in the past. *In Kayne v. Strata Plan LMS 2374* 2007 BCSC 1610 the court held that emails between strata council members did not constitute correspondence for the purposes of section 35(2)(k) of the SPA. That decision was applied in *Pritchard v. Strata Plan VIS3743* 2017 BCCRT 69. However, in *Hamilton v. Strata Plan NWS 1018*, 2017 BCCRT 141 correspondence between the strata manager and the council was considered correspondence and thus a record which must be kept and produced. Along the same lines, an email from a strata council member to a third party (i.e. a trade) related to strata corporation business, even if the council member was using their private email address, is correspondence which must be retained (see *Girard v. Strata Plan VR 1364*, 2019 BCCRT 430). In that same case, the council members were ordered to search their personal emails for the emails they should have kept and provided to strata corporations as records. Using a strata corporation email account (as opposed to personal email) is preferable when it comes to communication and keeping records of it.

Complaints (whether by email or letter) sent to the strata corporation regarding other owners and tenants are also considered "correspondence" within the meaning of section 35(2)(k). This means they must be produced under section 36. Although the *Personal Information Protection Act* (PIPA) requires a strata corporation to protect an owner's personal information, that requirement does not apply in this instance. The OIPC *Guidelines For Strata Corporation's And Strata Agents* provides:

> "Therefore, while the disclosure of personal information in the particulars of a complaint should be limited as described above, this does not mean that the correspondence required to be provided under section 36 of the SPA is to be limited or severed in any way under PIPA, even where that correspondence relates to a complaint."

The disclosure of complaint letters was first discussed by the CRT in *Betuzzi v. Strata Plan K350* 2017 BCCRT 6. In that decision, the CRT held that the fact that correspondence may contain personal information "does not authorize the strata to refuse access to a record (or censor parts of a record) when a section 36 access request is made, except in very limited circumstances." The CRT did not say what those circumstances are but presumably they would include highly sensitive matters such as hardship applications made under s.144 of the SPA. In *Ottens et al v. Strata Plan LMS 2785 et al,* 2019 BCCRT 730,

Continued on page 4

the tribunal went further and said, "the applicants are correct that section 36 of the SPA is a mandatory disclosure provision. I find that **there is no authority either in the SPA or the PIPA for the strata to refuse to disclose or redact correspondence sent or received by the strata council.**" (emphasis added).

The strata corporation is thus obliged to provide an owner requesting a copy of a complaint with a full and non-redacted version of the same. Strata corporations should ensure that their privacy policy reflects this disclosure obligation so that owners are aware that any complaints they make might end up being disclosed along with their names and email address.

The question of whether quotes for work being contemplated by the strata corporation are correspondence often comes up. In *Sleeman et al v. Strata Plan VR 2027*, 2019 BCCRT 1162 the CRT held that they were and must be produced when requested (although in Kayne the court held that invoices were not required to be produced under s.36 of the SPA).

The discussion of correspondence at council meetings was considered in *Smiley v. The Residential Section of Strata Plan VIS1921* 2017 BCCRT 75. In that case, the section executive had a policy that required observers to leave when correspondence was discussed. The CRT held that whether owners could be asked to leave in such a case depended on the bylaws of the strata corporation or section; which in this case was the same as the Standard Bylaw 17(4) which excludes observers with respect to:

(a) bylaw contravention hearings under section 135 of the Act;
(b) rental restriction bylaw exemption hearings under section 144 of the Act;
(c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Since the bylaw did not refer to general correspondence, observers could not be excluded based on a "policy". Each letter would have to be reviewed and it would need to be determined if discussing it would "unreasonably interfere" with privacy. Councils who wish to have a greater ability to review correspondence in private need to amend their bylaws.

Section 35(2)(h) requires a strata corporation to keep all legal opinions that it has obtained. This can create a problem when the legal opinion is about an owner with which the strata corporation is having a dispute. That issue was addressed in Azura Management *(Kelowna) Corp. v. Strata Plan KAS 2428* 2009 BCSC 506 where the court held that opinions of that nature do not need to be disclosed to the owner in question. In fact, those opinions can be withheld from other owners. The ability to withhold opinions about particular owners (even if no dispute resolution process is underway) was confirmed once again in Pritchard and more recently in *0716712 BC Ltd. v. Strata Plan LMS 3924*, 2019 BCCRT 388. Legal opinions don't belong to the owners and only the strata council can waive privilege (*Bradley v. Strata Plan KAS 2503*, 2021 BCCRT 91).

S.35(2)(n1) and (n2) of the SPA respectively require strata corporations to keep depreciation reports and "any reports obtained by the strata corporation respecting repair or maintenance of major items in the strata corporation, including, without limitation, engineers' reports, risk management reports, sanitation reports and reports respecting any items for which information is, under section 94, required to be contained in a depreciation report". This begs the questions as to whether drafts of those reports must be produced under s.36. The CRT has provided differing views on this. In *Allen-Hughes v. Vargas et al*, 2019 BCCRT 921 it held that draft reports are not required to be produced. However, more recently it reached the opposite view in *Robinson v. Strata Plan NW 3308*, 2021 BCCRT 548 finding that the language used in subsections (n1) and (n2) includes both drafts and final reports. That latter view is consistent with the fact that any email attaching the draft would be correspondence.

Owners requesting documents will often make broad requests for numerous documents by category only. Such requests can be a significant burden on the strata corporation in terms of the time required to assemble them. In *Bowie v. Strata Plan VIS 5766*, 2020 BCCRT 733 the CRT recognized "that unreasonable document requests unduly burden the strata, to the detriment of all other owners." In *Louie v Strata Plan LMS 2093* 2017 BCCRT 72 the CRT held that it was acceptable for the strata corporation

Continued on page 5

to request specifics of the correspondence requested (when it is unclear or overly broad) and for prepayment prior to the copies being made. A similar decision was reached in *Mellor v. Strata Plan KAS 463*, 2018 BCCRT 1 where the CRT held that document requests must be reasonable. However, what is "reasonable" must be considered objectively, keeping in mind the right of an owner to access documents. Inconvenience or time consumed in complying with the request does not mean that it is an unreasonable request (*Francis v. Strata Plan LMS2854* 2020 BCCRT 1445).

While it is acceptable to require an owner who wishes to view documents to do so during business hours (*Link et al v. Strata Plan KAS 828*, 2017 BCCRT 128), it is generally not permissible to limit the length of time they can spend viewing documents (*Wang v. Strata Plan LMS 2970*, 2017 BCCRT 97). There is also no limit to the number of times an owner may request to view documents, even if they are the same documents they viewed in the past (*Wang v. Strata Plan LMS 2970*, 2017 BCCRT 97). That also means that even if minutes have been distributed to owners, they can still request copies.

The strata corporation is obligated to make the necessary and reasonable arrangements to accommodate the request to review records. An owner cannot be compelled to use a website to access documents. Its use is optional on the part of the owner (*Rozental v. Strata Plan NW 1370*, 2020 BCCRT 156; *Francis v. Strata Plan LMS2854* 2020 BCCRT 1445). The costs of arranging to have the owner view records cannot be passed on to the owner. It is a cost the strata corporation must bear (*Bowie v. Strata Plan VIS 5766*, 2020 BCCRT 733). The only cost which may be charged to an owner is the $0.25 per page fee for copies permitted by Regulation 4.2. Strata corporations which use third party services to process document requests cannot require owners to pay any fees charged by that service (*Drance v. Strata Plan KAS 3625*, 2021 BCCRT 725).

The obligation under s.36 to produce certain documents does not extend to an obligation to explain them or provide information about their contents (*Bowie v. Strata Plan VIS 5766,* 2020 BCCRT 733).

While the SPA contains no express provision for a failure to comply with s.36, in *Mastroianni v. Strata Plan EPS2878*, 2020 BCCRT 444 the CRT hinted at the possibility of punitive damages being awarded where the failure to comply was "harsh, vindictive, reprehensible, and malicious in nature". In other cases the CRT has ordered a payment of monies where the strata corporation's conduct was significantly unfair.

Careful attention must be paid to document management and requests. If there is any doubt with respect to the request and whether it needs to be complied with, legal advice should be sought.

This article is intended for information purposes only and should not be taken as the provision of legal advice. Shawn M. Smith is lawyer whose practice focuses on strata property law. He frequently writes and lectures for strata associations. He is a partner with the law firm of Cleveland Doan LLP and can be reached at (604)536-5002 or shawn@clevelanddoan.com. He can be followed on Twitter @stratashawn.

New Guidance for Council Minutes

By Silvain Thompson

As any council secretary knows, sometimes it's difficult to know what details should be included in council meeting minutes. The *Strata Property Act* and *Standard Bylaws* provide very little guidance. Part 3 of Standard Bylaw 18 (Voting at council meetings) only says "The results of all votes at a council meeting must be recorded in the council meeting minutes." Even if your strata has amended the bylaws, you most likely have a bylaw with similar wording. That's about it, and as secretary in my strata, I found it confusing with so little guidance.

I noticed a recent Civil Resolution Tribunal (CRT) decision that provides some clarification about how to record votes. Most council meeting minutes that I have seen record the results of a vote at a council meeting simply as "Passed" or "Carried". In the dispute named *Biel v. Strata Plan VR1960,* 2021 BCCRT 635, the owner argued that the council was breaking their bylaws by not recording the precise count of the vote. The owner cited a 2016 decision of the Supreme Court that held that the "transparency, accountability and disclosure which council meeting minutes provide favour a broader interpretation of the word "results" including an indication of the number of votes for, against and any abstentions to properly inform strata owners. The word "results" while referring to an outcome broadly construed includes its context, which favours inclusion of the information referred to." See *Yang v. Re/Max Commercial Realty Associates (482258 BC Ltd.),* 2016 BCSC 2147.

Since the Supreme Court decision is binding on the CRT adjudicator, and the strata bylaw considered by the court was almost identical, he found that the bylaw in this strata requires council to record the precise vote counts at council meetings. He ordered the strata to record in its minutes the votes for, the votes against, and the abstentions to decisions at strata council meetings.

I find that clarification very helpful. And here is another interesting finding from the same case.

We understand that all decisions made at a council meeting must be recorded in the minutes. But do the reasons for the decision need to be recorded? In her claim, the owner also asked the CRT to order the strata to propose a bylaw amendment that permits council members to provide dissents and reasons and record them in the minutes. The adjudicator found that neither the SPA nor the bylaws require the strata to record reasons for its council meeting votes.

The claim continued with an offshoot that focused on council decisions from hearings. On this topic, we have conflicting CRT decisions. While a hearing is often held *in camera* (private), it is still a council meeting. In the Biel case, the adjudicator applied the same reasoning as above saying that there is no provision in the SPA or the bylaws requiring strata corporations to provide reasons for their decisions. He found that the strata had not acted unreasonably by not providing reasons with its written council hearing decisions.

However four years ago, in a decision named *Doig et al v. Strata Plan VR1712,* 2017 BCCRT 36, an adjudicator found that procedural fairness requires courts to provide sufficient reasons for parties to understand the outcome and why the decision was reached. While not a court, the adjudicator applied this standard to the claim before the tribunal and found that strata hearing decisions must provide sufficient reasons so that the parties understand the council's reasoning in reaching its decision.

Now I'm not a lawyer, so I can't tell you which is correct. Personally, I think it might be difficult for the secretary to record a reason. Even if the decision was unanimous, each council member could have had different reasoning behind their decision. That could make a written decision unwieldy and confusing. But perhaps the council could include a reason(s) in its written decision if they want to.

Overall, I find the information in these cases helpful. I hope other secretaries will too.

Silvain has been secretary of his Kelowna strata for several years. This is his first article for the bulletin. If you would like to submit a story idea or article, please send it to editor@visoa.bc.ca

Restart: Pools, Gyms, Social Rooms and More

Does your strata have a pool, hot tub or gym? You may have a guest suite, common room with a library, tables for playing cards or doing jigsaw puzzles. Your strata may even have a clubhouse, common kitchen and community gathering room. Regardless of the type of amenities available to your residents, it's likely that some or all of them were closed at one time during the pandemic.

During the state of emergency, in order to have the pool or other amenities open for use, stratas needed to implement a COVID-19 Safety Plan that complied with the requirements set out by WorkSafeBC. For many stratas, this was cost-prohibitive as it would have required hiring staff to be present at all times to monitor users and ensure compliance.

With the shift to Phase 3 of BC's Restart Plan, WorkSafeBC no longer requires businesses, organizations or strata corporations to have a COVID-19 Safety Plan. This means that stratas only need a plan for "communicable disease prevention" in order to open their common property amenities.

Communicable disease prevention involves understanding the level of risk in your strata's amenities, application of the fundamentals and implementing appropriate measures. It also involves communicating policies and protocols to all residents, tradespersons, and employees (if applicable), and updating measures and safeguards as required.

The plan does not need to be approved by WorkSafeBC. It does not even need to be written down. However for stratas, it would be beneficial to have a document to assist in planning and communicating communicable disease prevention measures, practices and policies. The plan could be posted in appropriate locations and distributed to owners.

Here is an example of what a strata's plan for communicable disease prevention might include, starting with an introduction:

With the shift to Phase 3 of BC's Restart Plan, the [name of the amenity] is now open for use. Per WorkSafeBC requirements, the strata corporation has developed the following plan for communicable disease prevention for the safety of residents, volunteers, tradespersons and employees. [Name of strata]'s plan includes the following restrictions in addition to the Bylaws and Rules:

- Only residents may use the [name of amenities]. Guests or family members who are not residents, are not permitted.
- Do not enter if you have any symptoms of COVID.
- Use hand sanitizer before entering [or shower before entering if it's a pool or hot tub].
- Except for persons from the same household, maintain physical distance of two meters.
- [Enter details if you wish to require masks in certain areas.]
- The maximum number of people allowed in the facilities at one time are as follows:
    - o [Name of amenity]: # persons [Set the limit based on the size of the amenity. For example, for a social room that normally allows up to 30 people, you may want to limit it to 15. For a gym that normally accommodates up to 5 people, you may want to set a limit of 1 person or up to 3 persons from one household.]
    - o Repeat for each amenity.
- Use wipes provided to sanitize surfaces you have touched including [list applicable surfaces such as tables, gym equipment, hand railings] before and after use.
- The strata corporation will provide [hand sanitizer, disinfectant wipes] in [area].
- Enhanced cleaning and disinfecting measures to reduce the risk of surface transmission include: [Identify surfaces in the amenity that people touch often, such as doorknobs, hand railings, light switches, tables, chairs and ensure that these surfaces are included in the cleaning and disinfecting plan].
- [If applicable, enter details regarding opening windows or other measures for increased ventilation.]
- Volunteers, tradespersons and employees will stay at home if they present with symptoms of COVID.
- The [name of amenities] may be closed on short notice if there are any safety concerns or changes in provincial health orders.
- The [secretary or specify another person] will monitor for communicable disease related information from regional public health officials and the provincial health officer and advise council should additional measures be necessary.
- This plan may be updated from time to time to comply with best practices, and recommendations from health officials, government or residents.
- If you have any questions or concerns about [name of strata]'s plan for communicable disease prevention please contact [council or name of person, and contact information].

To learn more about plans for communicable disease prevention, visit WorkSafeBC: https://www.worksafebc.com/en/covid-19/bcs-four-step-restart#

VISOA BUSINESS MEMBERS

APPRAISALS & DEPRECIATION REPORTS

BELL APPRAISALS
Insurance Reports & Depreciation Reports
250-514-3486
bell-appraisals.ca
bell.appraisals.consulting@gmail.com

COAST PROPERTY APPRAISALS LTD.
Real Estate Appraisal Firm
250-388-9151 • Fax 250-388-4948
coastappraisals.com
appraisals@coastappraisals.com

D R COELL & ASSOCIATES INC.
Depreciation Reports & Insurance Appraisals
250-388-6242 • Fax 250-388-4948
drcoell.com
shumphreys@drcoell.com

MORRISON HERSHFIELD LTD.
Consulting Engineers
250-361-1215
morrisonhershfield.com
victoria@morrisonhershfield.com
nanaimo@morrisonhershfield.com

NORMAC
Insurance Appraisals, Depreciation Reports, & Building Science Services
250-575-6350 • 1-888-887-0002
Fax 604-224-1445
normac.ca
info@normac.ca

PACIFIC RIM APPRAISALS LTD.
Depreciation Reports & Insurance Appraisals
250-477-7090 • Fax 1-866-612-2800
pacificrimappraisals.com
info@pacificrimappraisals.com

READ JONES CHRISTOFFERSEN LTD.
Consulting Engineers & Reserve Fund Studies
250-386-7794 • Fax 250-381-7900
rtram@rjc.ca
rjc.ca

RDH BUILDING SCIENCE INC.
Building Envelop Engineering Consultants
Victoria 250-479-1110
Courtenay 250-703-4753
rdh.com
vic@rdh.com
hgoodman@rdh.com

UNITY SERVICES CORPORATION
Depreciation Reports; Consulting Services; Project Development, & Management
250-893-3445
unityservices.ca
usc@shaw.ca

WM S JACKSON AND ASSOCIATES LTD.
Insurance Appraisals & Depreciation Reports
250-338-7323 • 1-877-888-4316
comoxvalleyappraisers.com
dan-wsj@shaw.ca

BUILDING SUPPLIES

CENTRA WINDOWS INC.
Window Manufacturer & Installer; General Contractor
250-412-2525
centra.ca
info@centra.ca

INDUSTRIAL PLASTICS & PAINT
Building & Maintenance Products
250-727-3545 ext. 105
Fax 250-727-7066
coindustrial.ca
ron.sherring@goindustrial.ca

SHERWIN WILLIAMS CANADA
Retail Paint and Supplies
250-213-9983
alexander.mclaughlan@sherwin.com
sherwin-williams.ca

TRUSTED HOUSE PAINTER LTD.
Online Directory of Painting Companies on Vancouver Island
1-866-724-6818
trustedhousepainter.com
service@trustedhousepainter.com

FINANCIAL SERVICES

COAST CAPITAL SAVINGS CREDIT UNION
Strata Account Pricing Program
250-483-8710
coastcapitalsavings.com
nicole.gervais@coastcapitalsavings.com

INSURANCE & RELATED SERVICES

BFL CANADA INSURANCE SERVICES INC.
International Insurance Brokers and Consultants
1-866-669-9602 • Fax 604-683-9316
BFLCanada.ca
aenescu@bflcanada.ca

SCHILL INSURANCE BROKERS
Insurance Brokerage
250-724-3241 • 604-585-4445
schillinsurance.com
mmesic@schillinsurance.com

SEAFIRST INSURANCE BROKERS
Shawn Fehr & Doug Guedes
250-478-9110 • Fax 250-652-4427
sfehr@seafirstinsurance.com
seafirstinsurance.com

WAYPOINT INSURANCE
Commercial Insurance Specialist
604-990-8350 • Fax 250-751-2965
waypoint.ca
jadams@waypoint.ca

LEGAL SERVICES

CLEVELAND DOAN LLP, SHAWN M SMITH
Barristers & Solicitors
604-536-5002 • Fax 250-604-536-7002
clevelanddoan.com
shawn@clevelandoan.com

JASON ROHRICK
Barrister & Solicitor
778-432-0447
jrohricklaw.com
jrohricklaw@shaw.ca

REED POPE LAW CORPORATION
Legal Services
250-383-3838 • Fax 250-385-4324
reedpope.ca
tmorley@reedpope.ca

MAINTENANCE & PROJECT CONTRACTORS

ALL-BRITE CLEANING
Cleaning Services
Phone/Fax: 250-480-5234
allbritecleaning.ca
allbritecleaning@shaw.ca

BLAST OFF PRESSURE WASHING
Cleaning Services
250-474-4715
blastoffvictoria.com
blastoffvictoria@gmail.com

BUILDINGLINK CANADA
Software & Hardware Solutions for Property Management
604-561-0231
buildinglink.ca
max@buildinglink.com

CALLAWAY PLUMBING AND DRAINS LTD.
Plumbing & Drain Cleaning
250-216-7159
callawayplumbinganddrains.ca
info@callawayplumbing.ca

CBS MASONRY
Masonry, Concrete, Stone, Brick, Pavers, Flagstones
250-589-9942
cbsmasonry.com
charlie@cbsmasonry.com

For more information regarding Business Memberships please contact us at 250-920-0688 or toll free at 1-877-338-4762 or businessmembers@visoa.bc.ca.

(Please note that VISOA does not guaranteed or warranty the goods, services, or products of our Business Members)

VISOA BUSINESS MEMBERS

MAINTENANCE & PROJECT CONTRACTORS continued

DRI-WAY CARPET & UPHOLSTERY CARE
Carpet & Upholstery Cleaning
250-475-2468
dri-way.ca
inquiries@dri-way.ca

DROID MEDIA SOLUTIONS
Control Valves, Hardware & Software solutions
250-220-9633
droidmedia.ca
ricklacey@gmail.com

EDWARDS ELECTRIC (2003) LTD.
Electrical Contractor
250-652-9166
edwardselectric.net
office@edwardselectric.net

EMPIRE LANDSCAPING & GARDEN SERVICES
Landscaping, Maintenance, & Design
250-532-1155
empiregardening.com
empiregardening@gmail.com

FALLINGWATER PROPERTY SERVICES INC
Landscape Maintenance & Construction
778-679-6822
fallingwaterlandscapes.com
office.fallingwater@gmail.com

GROK EV CHARGER SERVICES
EV Charger Solution Design and Installation
Building Energy Management
866-629-6661
grokev.ca
info@grokev.ca

HOMEWISE PLUMBING & DRAINAGE SERVICES LTD.
250-642-7770
homewiseplumbing.ca
office@homewise.ca

ISLANDERS' CHOICE PAINTING CORP
Residential/Commercial Painting
250-208-1787
islanderschoicepainting.com
evan@islanderschoicepainting.com

MR SPARKLE EXTERIOR CLEANIING
Exterior Cleaning Company
250-714-6739 • 1-877-291-1251
mrsparkle.net
mrspark1@shaw.ca

OKELL WATERPROOFING LTD.
Restorative Waterproofing for All Buildings
250-479-8453 • 250-479-8409
okellwaterproofing.com
billokell@shaw.ca

OLIVER'S POWER VACUUM & CHIMNEY SWEEP
Heating Systems Cleaning, Chimney Service
1-866-734-6056 • Fax 250-336-8095
oliverspowervac.ca
oliverspowervac@shaw.ca

PREMIUM FENCE COMPANY INC.
Fence Supply & Installation
250-800-9734
premiumfence.ca
clientcare@premiumfence.ca

PRO DECK LTD.
Exterior Renovations
250-592-1622
prodeck.org
info@prodeck.org

STERLING FIRE & ASSOCIATES
Fire Safety Consulting & Fire Alarm Upgrades
250-661-9931
sterlingfireassoc.com
sterlingfire@ymail.com

TSS CLEANING SERVICES
Dryer Duct Cleaning Services for Vancouver Island Stratas
1-866-447-0099 or 250-729-5634
cleandryerducts.com
info@cleandryerducts.com

WE PAINT INC.
Paint Contractor
250-888-5385
wepaintinc.com
wepaintinc@yahoo.ca

WINMAR VICTORIA
Property Restoration Specialists
250-386-6000 • Fax 250-386-6002
winmar.ca
victoria@winmar.ca

WSP CANADA INC.
Building Sciences
250-475-1000
wsp.com
kevin.grasty@wsp.com

PROPERTY MANAGEMENT

BAYVIEW STRATA SERVICES
Strata & Property Management
250-586-1100 • Fax 250-586-1102
bayviewstrataservices.com
reception@bayviewstrataservices.ca

GRACE POINT STRATA MANAGEMENT INC.
Strata Management Services
250-802-5124 • Fax 250-591-5124
GPstrata.com
tom@GPstrata.com

OAKWOOD PROPERTY MANAGEMENT LTD.
Manager for Stratas, Co-ops, and Rentals
250-704-4391 • Fax 250-704-4440
oakwoodproperties.ca
carol@oakwoodproperties.ca

PEMBERTON HOLMES
Strata Management Services
250-478-9141 • Fax 250-478-9103
stratamanagers.ca
erik@thepropertymanagers.ca

SOUTH ISLAND PROPERTY MANAGEMENT LTD.
Strata Management Services
250-595-6680 • Fax 250-595-2022
sipmltd.com
reception@sipmltd.com

STRATA COUNCIL RESOURCES

PROSHOP MUSIC CENTRE SOUND & LIGHTING
Sound Systems for General Meetings
250-361-1711
jpproshopmusic@yahoo.ca

STRATACOMMONS
Strata Software Development
250-871-4537
stratacommons.ca/home
jlhooton@stratacommons.ca

STRATAPRESS
Online Communication Tools & Document Archiving for Strata Corporations
250-588-2469
stratapress.com
info@stratapress.com

For more information regarding Business Memberships please contact us at 250-920-0688 or toll free at 1-877-338-4762 or businessmembers@visoa.bc.ca.
(Please note that VISOA does not guaranteed or warranty the goods, services, or products of our Business Members)

Pacific Rim Appraisals Ltd.

One Stop Shop for Depreciation Reports and Insurance Appraisals - Covering All of British Columbia

Vic Sweett

ABA, AACI, P.APP, CRP
CERTIFIED RESERVE PLANNER &
REAL ESTATE APPRAISER

2-57 Skinner St. Nanaimo, B.C. V9R 5G9 (250) 754-3710
550-2950 Douglas St. Victoria, B.C. V8T 4N5 (250) 477-7090
305-5811 Cooney Rd. Richmond, B.C. V6X 3M1 (604) 248-2450

Free #: 1-866-612-2600 Toll Free Fax: 1-866-612-2800

Email: info@pacificrimappraisals.com Website: www.pacificrimappraisals.com

SEAFIRST INSURANCE BROKERS

BRENTWOOD BAY • COLWOOD • OAK BAY
SAANICHTON • SALT SPRING • SIDNEY

More than 40 years of insurance expertise.

Neighbourhood knowledge is just a phone call away.

250-652-1141
seafirstinsurance.com

rjc Creative Thinking Practical Results

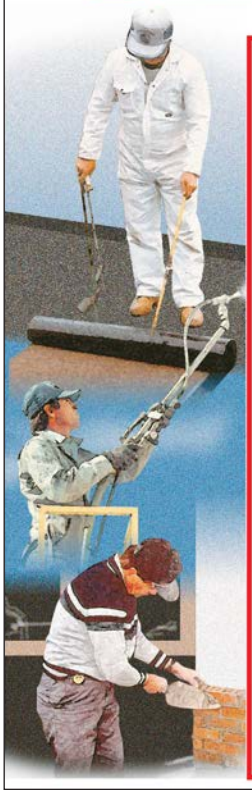
Protect Your Investment.

Assisting Stratas and Property Owners in maintaining their homes **for over 30 years nationwide** with services such as:

- Depreciation Reports
- Balcony & Deck Renewal
- Parkade Restoration
- Building Maintenance Access
- Energy Audits
- Building Enclosure Engineering
- Roofing & Waterproofing
- Structural Engineering

nanaimo@rjc.ca | victoria@rjc.ca rjc.ca

OKell WATERPROOFING Ltd.



FIXING BUILDINGS & HOMES THAT LEAK IS OUR BUSINESS ... AND BUSINESS IS GOOD!

Property managers and building owners have trusted their water problems to OKELL WATERPROOFING LTD. for years. From the top-of-the-roof to the bottom-of-the-concrete foundation, we have the experience and state of the art technology to seal industrial, commercial and residential buildings against all types of water penetration.

...using the newest technology and the best quality products, OKELL WATERPROOFING LTD. works quickly and expertly to repair or replace roofs, caulk windows and seal brick or stucco. We also provide complete exterior restoration...from structural re-inforcement and concrete stabilization to the waterproofing of foundations with a wide range of elastomeric products.

- ROOF REPAIR & REPLACEMENT
- SPECIALIZED WALL COATINGS
- MEMBRANE APPLICATIONS
- MASONRY, CONCRETE & DRAINAGE RESTORATION

...OVER 40 YEARS OF EXPERIENCE IN RESIDENTIAL, COMMERCIAL & INDUSTRIAL PROJECTS...

...PHONE 250-479-8453
for complete information and/or estimates
www.okellwaterproofing.com

YOU ASKED By VISOA Strata Support Team

Have a question about managing your strata corporation? Ask us, we've had a lot of experience helping strata corporations solve problems - perhaps we can help you. Questions may be rephrased to conceal the identity of the questioner and to improve clarity when necessary. We do not provide legal advice, and our answers should not be construed as such. However, we may, and often will, advise you to seek legal advice.

Who pays for window replacements when mine are already done?

Q:

I replaced the windows in my strata apartment five years ago at my own expense, with strata council's permission. Now the strata is planning to replace all the windows in our building. Does that mean my perfectly-functional windows will need to be replaced? And will I have to contribute to the special levy for this project? It doesn't seem fair, since I've already paid to have my own windows done.

A:

This is a common question! Sometimes an owner wants windows replaced sooner than the strata plans to replace them, then finds themselves in your same situation. If the windows are the responsibility of the strata corporation to repair and maintain, you will have to contribute to the special levy, whether or not your windows were previously replaced. Strata owners are "all in it together" and each must pay their share of a special levy, calculated on the basis of unit entitlement.

A recent CRT dispute made this clear, although the facts were slightly different. In *Bottorff v. Strata Plan NW 2605*, 2021 BCCRT 630, the owner had purchased the unit with upgraded windows, and refused to allow the strata to replace them with "standard" windows when the rest of the building's windows were replaced. The Tribunal Member said:

"Ms. B could have had her disputed 2 windows and doors replaced but declined because she preferred her existing fixtures. While Ms. B received a lesser benefit from the project than she otherwise would have, it was her choice. I find Ms. B could not have reasonably expected when she purchased unit 55 that she would be exempt from future special levies for window and door repair simply because she had some superior fixtures.

Apportioning special levies in accordance with unit entitlement does not always mean each owner will benefit from the common property repairs in exact proportion to their contribution."

As for the other part of your question, do your windows need to be replaced? Maybe not – you can ask the strata to leave your windows as they are since you prefer the appearance, but we would not recommend it. For one thing, you might have signed an indemnity agreement which would require you and any succeeding owners to pay for any repairs, maintenance or replacement. Also, since you will be paying your share in any case, you may as well have windows that match the others, with the same warranty. But more importantly, if you ask to be left out, the contractor will not get a chance to inspect the areas around your windows for dry rot. If some rot is present but undetected you may be on the hook for future costs!

Can council overturn a previous council's bylaw enforcement?

Q:

Last year when I was on council, we voted to assess fines to a unit for contravening our bylaw on changing plantings in the LCP yard. Now the present council has decided not to fine the owner, but to allow this contravention to continue. Doesn't council have to honour the decisions of the previous council?

A:

Not necessarily. In a recent CRT decision similar to your situation, a group of owners took exception to the council reversing a decision of the previous council. In explaining his decision, the adjudicator said:

"Under SPA sections 4 and 26, the elected strata council must exercise the powers and perform the duties of the strata according to the SPA, *Strata Property Regulation* (regulations) and bylaws, including bylaw enforcement. The SPA, regulations, and bylaws are silent on issue of revisiting council decisions and I could not locate any case law directly on point. Absent any express prohibition for a strata council to change its decision

Continued on page 15

on a particular matter, I find it is entirely appropriate, practical, and reasonable for a strata council to do so. There could be various reasons a strata council would want to change its position or point of view. These might include further consideration of the issue or new information, and as is the case here, could include reversing a decision of previous strata council.

Based on my review of the legislation, I find it is the elected strata council that has authority to exercise the powers and perform the duties of the strata. Therefore, I find the elected strata council has the authority to change or reverse a decision, even if that decision was made by a prior strata council."

You can read the entire decision *(Sabell v. Strata Plan KAS 3635,* 2021 BCCRT 620) at the CRT website. The bylaws and building scheme may be different from yours, but you can see how you might apply the same reasoning to your question.

If your council is planning a reversal of a previous council's decision, we recommend checking in with your strata's lawyer.

Can the strata make me pay for repairs caused by a leaking strata pipe?

Q: A strata pipe leaked into my unit, and the strata won't pay my repair costs. That doesn't seem fair, it was not my pipe! Can they do this?

A: The age-old question. Unfortunately, the answer is "It depends" and we at VISOA's Strata Support Team can offer only this: Check your bylaws and your strata's insurance policy as well as your homeowner policy, then seek legal advice.

While many CRT judgements seem contradictory, it is because the facts and specific bylaws for each case are what the Tribunal uses to make its decisions. We encourage you to search CRT decisions for any where the facts and bylaws seem to match up to yours, but remember

that CRT decisions are not "precedent-setting" in the way that Supreme Court (SC) decisions are, and for this reason you should pay close attention to the SC decisions mentioned within CRT decisions.

In one recent CRT decision *(Yang v. Strata Plan N.W. 2695*, 2021 BCCRT 637), wanted the strata to pay for the cost of repairs to their unit flooring following a leak. In this case, the cost of repairs to the unit were below the strata's insurance deductible, which meant the strata had no obligation to make an insurance claim.

In her decision, the tribunal member said:

"Here, the owners claim $20,000 to complete SL5's flooring repairs. I find this is below the strata's current $50,000 deductible. The strata's June 2020 letter in evidence informed all strata lot owners that the strata's deductible for water damage claims under its insurance policy had increased from $10,000 to $50,000. The strata advised all owners that in the event of "water damage due to the failure of a common property item, such as a broken pipe", the strata would only be responsible for the plumbing repair and any repairs required "due to the investigation of the cause of the leak". Any other strata lot repairs were the responsibility of the individual strata lot owners. The strata also specifically advised all owners to ensure their personal insurance covered water damage up to the deductible amount."

The decision went on to state: "Given that SL5's flooring repairs are less that the strata's deductible, I find the strata has no obligation to make an insurance claim to pay for SL5's flooring repairs. The strata is not an insurer.

The strata has no liability to pay for an owner's expenses that are the owner's responsibility under the bylaws, unless the strata has been negligent in repairing and maintaining common property. See *Kayne v. LMS 2374, 2013 BCSC 51, John Campbell Law Corp v. Strata Plan 1350,* 2001 BCSC 1342, and *Wright v. Strata Plan No. 205,* 1996 CanLII 2460, aff'd 1998 CanLII 5823 (BCCA).

In order for the strata to be responsible for SL5's flooring repairs, the owners must establish that the strata was negligent. … I find the owners have not proven the strata acted negligently."

You may note that in law, there is a big difference between "negligent" and "responsible".

Insurance claims are some of the most complicated questions we receive, and we almost always recommend legal advice as the wording of a bylaw can change the result considerably!

SHERWIN-WILLIAMS®

We have you covered, so you can cover everything.

Ask Sherwin-Williams™ how we help you maintain your property from interior to exterior and from floor to ceiling.

Is An Owners-Only Rule Valid?

By Elaine Kennedy

My favourite parts of the newspaper are the editorials that poke an issue into a lively debate. This came to mind while reading the CRT decision *Cole v. Strata Plan NW 2243*, 2021 BCCRT 633.

In this case the strata ratified a rule that said only owners registered on title at the Land Titles Office were permitted to use the common property workshop. If someone used the workshop who was not an owner, a fine and/or loss of access to the workshop would be imposed upon the strata lot who had allowed the person to enter the workshop.

The owner who filed the CRT claim felt the rule was discriminatory because it prohibits residents not on title from using the workshop. He sought an order that the strata remove or stop enforcing the rule.

The tribunal member evaluated whether such a rule is permitted. Under *Strata Property Act* (SPA) section 125 the strata may make rules governing the use, safety and condition of common property and common assets. The tribunal member found that the strata was permitted to make a rule to govern the use of the common property workshop for the benefit of the owners. She then looked to SPA sections 121(1) and 125(2) which set out the circumstances where a rule is not enforceable, including if it contravenes the SPA or other legislation. Next she reviewed the *BC Human Rights Code*. Her analysis found that "residents not on title" does not fall under one of the protected grounds listed under section 8 of the Code (such as race, religion, marital status, sexual orientation, age, etc). She found that Mr. Cole had not shown that the rule contravenes the *Human Rights Code* or any other legislation. Her conclusion was that none of the circumstances in SPA sections 121(1) or 125(2) are applicable to invalidate the rule and she dismissed Mr. Cole's claims about it.

While I see how this conclusion was arrived at based on the relevant laws, I wonder about the wisdom of creating such a rule. For the sake of argument, this could mean that similar rules might be permitted for other common property amenities. Imagine a couple where only one spouse or partner is on title. Similar rules could mean that only the owner on title could use the laundry room, gym or pool. Only one could book a guest suite. Only one could visit or play cards in the common property gathering room.

If I was the sole owner of my strata lot, would anyone actually complain if my husband did laundry? Although he'd probably love being banned from that chore! Our children are obviously not on title. It doesn't seem reasonable to me that a rule could stop them from using the pool. Would rules like these create a division in a strata community?

I suppose there were underlying reasons why this strata felt the rule was necessary, but I do hope that most stratas wouldn't go that far.

Elaine is a strata owner and VISOA member. If you would like to submit a story idea or article, please send it to editor@visoa.bc.ca

BULLETIN SUBSCRIPTIONS

BULLETINS ARE PUBLISHED QUARTERLY.
You may also access over 10 years of past issues on our website. Join the VISOA email list to receive a notification when a new issue is available online. Go to www.visoa.bc.ca and look for the "Join Our Mailing List" button.

The New Normal for In-Person Meetings

Many stratas are looking forward to holding their next AGM or SGM in person. But our new normal is looking a bit different than it did pre-pandemic.

In the eyes of the provincial health officer, a strata general meeting is not a private gathering. The strata corporation is the "organizer" of an "event". An "event" is defined as "a seated in-person gathering in a place with seating". There are different requirements for inside and outside events.

When preparing the notice package for the general meeting, it would be advisable to explain the applicable requirements so that all owners are aware of them before attending the meeting. Council might also consider choosing a venue that is larger than usual. While snacks or food service are allowed, there are requirements which must be followed, so it would be simpler to skip the coffee and cookies this time.

The July 7, 2021 Order of the Provincial Health Officer includes these and other requirements for "inside events". The event may only be held if the provisions are complied with. This list includes the main points needed for strata General Meetings, and some points from the Order have been highlighted for emphasis.

2. **No more than 50 persons, or 50% of the seated operating capacity** of the place, excluding event staff, **whichever number is greater**, are present.
4. Access to the event is controlled.
5. **There is seating available for each participant,** and each participant is assigned to a seat or a table.
6. Participants are seated throughout the place in such a way as to use all available space.
7. **Participants stay in the seat to which they are assigned**, and do not move from seat to seat.
8. (Abbreviated) Participants at an event remain seated, unless movement is necessary in order to use a self- serve food or drink station, use washroom facilities, provide assistance to another person who requires care or first aid, or leave or return to the place.
9. (Abbreviated) If there is a food or drink station, hand washing facilities or sanitizers are within easy reach; signs reminding participants to wash or sanitize their hands are posted; high touch surfaces at the station are frequently cleaned and sanitized.
10. **Hand sanitation supplies** are readily available to participants.
11. (Abbreviated) **Toilet facilities** are available for participants.
12. (Abbreviated) There are a sufficient number of staff to ensure that participants remain seated, and do not congregate.
15. **The organizer monitors the number of persons present and ensures that the number of persons present** does not exceed the maximum number permitted for an inside event.
16. A participant must not attend an inside event at which there are more persons present than are permitted in this Part, and must not enter a place, or must leave a place, if so directed by the organizer or a member of staff.

Click here to see the full list of requirements (which include no dancing!)

Watch videos of VISOA webinars on YouTube

- Banking: Collecting Pre-Authorized Strata Fees
- Choosing a Contractor for EV Charging Installations
- Creating a Strata Privacy Policy
- Best Practices for Record Keeping
- Strata Collections: How to Get Your Money
- How to Enforce Strata Bylaws
- Preparing for your Strata AGM
- and more!

President's Message

BRIGHTER DAYS AHEAD

- By Wendy Wall

With the move to Step 3 of BC's ReStart Plan, it seems like a great weight has been lifted from our collective shoulders. We are, of course, keeping an eye on variants of COVID but generally I've noticed a fresh and positive outlook.

Running into a friend downtown used to be a nice addition to my day. Now the surprise of happening upon someone I haven't seen in over a year is a major event. We burst into smiles and are so excited to start a conversation, laugh at how many more gray hairs we have, and catch up on how we've managed to get through the pandemic so far.

All around me I see smiling faces and people enjoying activities that they haven't been able to do for some time. Stratas are now able to open amenities (with a communicable disease prevention plan in place) and resume the social activities that have been postponed for so long: a community BBQ on the back lawn, games night in the lounge, having a workout in the gym, or booking a guest suite for a long awaited visit from a close friend.

As we emerge from so much isolation, will we appreciate the little things more? Will life feel sweeter? Will we take the time to be grateful for our friends and neighbours more than ever? Can we be thankful for those around us who have pulled our stratas through unprecedented times? If serving on a council felt like a thankless job in previous years, it was compounded by the pandemic. While you might not always get along, take a moment to thank your council members for getting your strata through it. They aren't perfect - no one is. But they volunteered at a time when it wasn't always clear what council should do under new and difficult circumstances. While you're at it, thank your property manager too.

While change isn't always easy, it can also remind us that there is more than one way of doing things. Strata owners and managers, out of necessity, have had to step out of their comfort zone and try new ways of doing things such as conducting meetings electronically. For some this has resulted in better engagement and increased attendance at meetings, particularly from those who are away at the time of the meeting, non-resident owners, and those with mobility issues. How will your strata conduct business when we reach Step 4? Will you try a hybrid of in-person and electronic meetings? Have your owners decided to adopt bylaws to allow electronic general meetings after December 31?

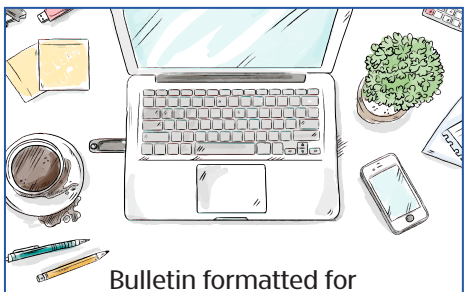
Here at VISOA we have gone through a change as well. Since 2013 we have had a small office within Volunteer Victoria's suite of offices which they rent to non-profit organizations. When Volunteer Victoria moved up 3 floors in the Central Building, we moved with them. While sudden and a bit stressful, it was a stroke of good luck. Our new office is a bright, pleasant space for our staff, volunteers and visitors.

Our office has been closed to the public for over a year. With the shift to Phase 3 of the BC Restart Plan, the new VISOA office will open to the public on a limited basis. Per WorkSafe BC requirements, VISOA has developed the following communicable disease prevention plan for the safety of staff, volunteers and visitors.

If you wish to visit the VISOA office, you may make an appointment for Monday, Wednesday, or Friday between 9 am and 1 pm. Contact our office at least one day before to make an appointment: by phone 250-920-0688, or by email to administrator@visoa.bc.ca. For the safety of volunteers and staff, visitors must use hand sanitizer upon arrival. We also ask that you maintain physical distance and wear a mask per current government recommendations for public indoor spaces. The maximum number of people allowed in our office at one time is 3 persons, including staff. Staff will stay at home if presenting any symptoms of COVID and if you have an appointment, we will notify you of cancellation. The Volunteer Victoria and/or VISOA offices may be closed at any time on short notice if there are any safety concerns or changes in provincial health orders.

These are certainly brighter days.

Wendy Wall
president@visoa.bc.ca



Bulletin formatted for
publication by Georgia Ireland
GeorgiasDesignStudio@gmail.com

From One State of Emergency to Another

Just three weeks after the state of emergency ended for the COVID-19 pandemic, the B.C. government declared a provincial state of emergency to support the provincewide response to the ongoing wildfire situation. The declaration became effective on July 21, 2021. Mike Farnworth, Minister of Public Safety and Solicitor General, made the declaration based upon the recommendation from the BC Wildfire Service and Emergency Management BC.

The state of emergency was initially in effect for 14 days. It has now been extended twice. At the time of writing this post, the Government of British Columbia has extended the state of emergency through the end of the day on Aug. 31, 2021.

The state of emergency applies to the whole province. As such, Strata Property Regulation 17.23 is triggered. This regulation helps strata corporations by allowing extra time to hold general meetings when a provincial or local state of emergency is declared for disruptive incidents, such as a pandemic, floods, or forest fires.

Strata corporations have an additional two months to hold an annual general meeting or special general meeting if the strata is located in an area where a local or provincial state of emergency is in effect at any time during the month before the statutory deadline for holding the meeting.

For example, if a strata corporation must hold a special general meeting by September 7 to comply with the Strata Property Act, and a state of emergency ends on August 31, the date when the strata must hold a meeting is extended to November 7. (Section 25.3 of the Interpretation Act helps clarify when the two-month extension ends.)

The BC Government Strata Housing website contains information about operating a strata during COVID-19 or another state of emergency.

As of the morning of Tuesday, Aug. 17, 263 wildfires were burning in B.C., with 86 evacuation orders affecting approximately 8,262 properties, and 125 evacuation alerts affecting approximately 22,729 properties.

For information on wildfire evacuation orders and alerts, visit Emergency Info BC. Learn how you can help people affected by wildfire.