

# Part 4. Conveyance and Occupancy

## Division 1. **Conveyance of a Unit**

1. When undertaking to sub assign or convey interests in a unit, the Owner must promptly inform prospective new owners of:
  - (1) Any updated or supplemental information from the Board of Directors in relation to Forms, Minutes or other notices provided by the Homeowners Corporation; (2) Any agreements between the Homeowners Corporation and any current or prior owner of the unit; and/or
  - (3) Any orders, reports, notices and/or correspondence pertaining to unresolved arrears or claims relating to the unit; or the condition or use of the unit.
2. When agreeing to obtain a unit, or becoming an Owner, a person must make reasonable inquiries into any obligations prior owners have accepted in relation to the property, and endorse their agreement to accept outstanding or ongoing obligations.
3. Owners must notify the Board of Directors immediately of any change of interests or of any mortgage or other financial dealings in connection with their unit and obtain written confirmation from the Homeowners Corporation prior to the sub assignment or transfer of interests in their unit confirming that no amounts are owing by them to the Homeowners Corporation in respect of their unit.

## Division 2. **Rentals**

1. Any owner who grants a tenancy, sublicense or license of occupation for their unit must comply with all applicable restrictions and laws, including but not limited to compliance with these bylaws as well as all legal requirements including applicable WFN zoning or rental bylaws, and business permit requirements. Any breach of applicable WFN laws by an owner renting their unit shall constitute a breach of these bylaws as well. Owners are responsible to ensure that terms of any tenancy or license agreement do not cause or compel the unit owner, tenant or licensee to breach these bylaws or any other legal requirements.
2. Provisions related to Short Term Rentals and Short-Term Accommodation
  - a. No temporary or short-term accommodation by license of occupation, vacation rental, house exchange or other grant of occupancy of a residential unit (or portion thereof) is permitted in exchange for valuable consideration; other than a compliant residential rental contemplated by the Residential

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Tenancy Act and/or a roommate who shares expenses with the primary occupant. Nothing in this provision shall be interpreted to prohibit a live-in caregiver, a room-mate who occupies a unit with the owner on a cost sharing basis, or any form of accommodation by a guest who does not provide valuable consideration.

- b. For conventional rentals and tenancies, no rental for a term of less than six months is permitted.

- c. Every owner must advise the Homeowners Corporation immediately if a residential tenancy of their unit is terminated prior to the specified minimum six month term. In circumstances where an owner provides reasonable notice to the Homeowners Corporation of early termination of a tenancy prior to the expiration of the specified minimum term; and provides the Homeowners Corporation with a copy of the tenancy agreement showing that there was a reasonable effort to comply with this; and where the Homeowners Corporation is satisfied that the owner intended to comply with the bylaw; the Homeowners Corporation may provide a warning or time to comply with the bylaw and is not obligated to take further steps to enforce this bylaw in that circumstance. This provision shall not be interpreted to limit the ability of the Homeowners Corporation to determine the appropriate resolution of any bylaw complaint under the full context and circumstances, with reference to the full range of enforcement options contemplated by the bylaws or any Applicable Laws.
- d. In addition to assessing fines for contravention of a bylaw the Board of Directors may take all necessary steps to terminate an unlawful occupancy or license, including, but not limited to seeking a declaration of a Court or Tribunal, or injunctive relief to enforce the bylaw. Any legal costs incurred by the Homeowners Corporation in enforcing the rental restriction shall be the responsibility of the contravening owner and shall be recoverable from the owner on a "solicitor and own client" basis by the Homeowners Corporation.

3. Prior to occupancy or possession of a unit by an owner or tenant, the owner of the unit must deliver to the tenant the current bylaws of the Homeowners Corporation. Division 3. **Occupancy**

1. Age Restriction

- (1) The age of occupants is not restricted.

2. Number of Occupants

- (1) Each unit is to be used only as a residence for a number of people which complies with all legal requirements, and which is safe, sanitary and does not cause a disturbance pursuant to these bylaws.

Division 4. **Moving and Changes of Occupancy**

1. Fees for Move in or Move out

- (1) The following user fees must be paid to the Homeowners Corporation for the use of the common property for the movement of furnishings and personal effects related to a change in occupancy or residency:
  - a. A flat fee of \$125.00 is to be paid for each move-in;

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- b. An additional fee of \$40.00 per hour or part thereof will be charged for any move that exceeds four hours;
- c. An additional fee of \$75.00 is to be paid for each additional day of moving

- after the first day; and
- d. An additional fee of \$75.00 is to be paid for moves occurring on Sundays and/or Holidays.

It is the responsibility of the owner of the unit to pay the applicable user fees. The user fees do not entitle the user to cause damage, or require cleaning, and does not limit any claim by the Homeowners Corporation for work arising from neglect or misuse. Each owner is responsible for the cost of remedying damage caused by a move.

- (2) In addition, such use must be subject to the following conditions:
  - a. The user must notify the Homeowners Corporation no less than two business days prior to the use and pay the user fees at that time;
  - b. If multiple moves are scheduled for the same date and time, the Homeowners Corporation reserves the right to limit the number of moves taking place on any given day based on reasonableness and/or practicality – in which case the most recent user providing notice of a move may be required by the Board of Directors to accept a different date or time slot, or to give priority to the user who provided notice earlier and wait on stand-by until that move is completed. In such a case, the Homeowners Corporation is not responsible for any additional moving, storage or live-out costs;
  - c. The elevator service key must be used for moves to floors above the first floor. There is an additional \$50 user fee for the use of the elevator key, however that \$50 user fee is refundable upon return of the elevator key;
  - d. Elevator doors may not be kept open, except with the use of the elevator service key;
  - e. The use of elevator pads and drop cloths is required;
  - f. Other residents must be extended priority of use of common property, including the elevator;
  - g. The use is restricted to the hours of 8:00 a.m. to 6:00 p.m., except Sundays and Holidays when use shall be restricted to the hours of 8:00 a.m. to 4:00 p.m.;
  - h. The user is responsible to arrange the use of adequate care as well as protective drop cloths and padding to prevent any damage to the common property;
  - i. Access doors to the building exterior must be supervised during use, and must not be propped open;
  - j. Items in transit between the building exterior and a unit must not impede passage into or through the common property, or cause any risk to safety; k. The common property must be left clean and clear, and any interior common property used for this purpose must be vacuumed after use, and on a daily basis if use is ongoing;

Division 5. **Inform Homeowners Corporation of Contact Information 1.**

Inform Homeowners Corporation

- (1) Within two weeks of becoming an owner or tenant, that person must inform the Homeowners Corporation in writing of:
  - a. Their full legal name;
  - b. Their unit number;
  - c. Their current telephone number;
  - d. The current mailing address at which they wish to receive notices, if different from the unit mailing address;
  - e. Their email address;
  - f. Alternate emergency contact information; and
  - g. In the case of a person becoming an owner, the person must include a copy of such documents which confirm that the person is an owner as defined in these bylaws.
- (2) Owners and tenants must promptly advise the Homeowners Corporation in writing of any legal change to their name, changes to previously provided contact information, and any change to the current emergency contact information.