

# *The Condominium Property Regulations*

*Repealed*

by Chapter C-26.1 Reg 2  
(effective June 25, 2001).

*Formerly*

Chapter C-26.1 Reg 1  
(effective January 1, 1995).

## **NOTE:**

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

# Table of Contents

	PRELIMINARY		CONTRIBUTIONS
1	Title	25	Contributions for common expense fund and reserve fund
2	Interpretation	26	Scheme of apportionment
	CONDOMINIUM PLANS	27	Application to the court
3	Registrar to keep register	28	Reserve fund contributions
4	Endorsements and notifications	29	Caveats
5	Plan to comply with Act	30	Estoppel certificate
6	Preparation of plan		CONDOMINIUM TAXATION
7	Encroachments	30.1	Interpretation
8	Orientation and scale of diagrams	30.2	Apportionment of assessment
9	Amendments	30.3	Apportionment re bare land condominium
10	Endorsement of instruments	30.4	Application for different scheme of apportionment
11	Copies of plans furnished to assessing authorities	30.5	Apportionment schemes – section 96 of Act
	BARE LAND CONDOMINIUM PLAN		TRANSFERS OR LEASES
12	Bare land condominium	31	Corporate certificate
13	Application of <i>The Planning and Development Act, 1983</i>	32	Transfer by corporation
	UNITS	33	Certificate that resolution properly passed
14	Certificate of title		MISCELLANEOUS
15	Unit factors	34	Notice of termination
16	Discharges of mortgage	35	Filing of orders with registrar
17	Redivision	36	Change of address
18	Redesignation of parking space	37	Cost of providing documents
	BONDS	38	Fee for certificate or approval
19	Bonds	39	Declarations
20	Developer to provide bond or proof of bond	40	Certificate of independent legal advice
21	Expiration or release of bond		REPEAL AND COMING INTO FORCE
22	Forfeiture	41	Sask. Reg. 701/68 repealed
	BYLAWS		<b>Appendix A</b>
23	Bylaws		<b>Appendix B</b>
24	Notice of amendment or repeal		

**CHAPTER C-26.1 REG 1**  
*The Condominium Property Act, 1993*

PRELIMINARY

**Title**

- 1** These regulations may be cited as *The Condominium Property Regulations*.

**Interpretation**

- 2** In these regulations, “**Act**” means *The Condominium Property Act, 1993*.

30 Dec 94 cC-26.1 Reg 1 s2.

CONDOMINIUM PLANS

**Registrar to keep register**

- 3** The registrar shall keep a register of condominium plans and shall record in it particulars of all condominium plans registered in his or her office pursuant to the Act.

30 Dec 94 cC-26.1 Reg 1 s3.

**Endorsements and notifications**

- 4(1)** The registrar may, at any time, add additional sheets to a condominium plan on which may be made any endorsement, notification or other entry that is to be or may be made on the plan.

- (2)** Each sheet added to a plan by the registrar pursuant to subsection (1) is to be numbered in a manner that the registrar considers appropriate and is to be signed by the registrar.

30 Dec 94 cC-26.1 Reg 1 s4.

**Plan to comply with Act**

- 5(1)** A plan presented for registration as a condominium plan or a replacement plan is to comply with the requirements of sections 9, 10 and 11 of the Act.

- (2)** Where subsection 11(2) of the Act applies, the developers shall include as part of the condominium plan a statement that subsection 11(2) of the Act applies.

30 Dec 94 cC-26.1 Reg 1 s5.

**Preparation of plan**

- 6(1)** A plan is to be:

- (a) prepared in black ink on one side of a material approved by the chief surveyor of land titles offices; and
- (b) of a size and nature that will clearly show the location and measurements of the parcel, buildings, if any, units and other pertinent features.

**C-26.1 REG 1****CONDOMINIUM PROPERTY**

(2) A plan shall comprise:

(a) a first sheet containing the particulars required by clauses 9(1)(a) and (b), subclause 9(1)(e)(ii), and clauses 9(1)(f) and 10(1)(a) and (b) of the Act; and

(b) further sheets containing the particulars required by the following provisions of the Act:

(i) clauses 9(1)(c) and (d);

(ii) subsection 9(2);

(iii) subsection 9(3).

(3) In addition to the requirements of clause (2)(a), the first sheet of the plan is to indicate clearly whether the plan contains bare land units.

(4) Each sheet of a plan presented for registration as a condominium plan is to be endorsed with “**sheet \_\_\_\_ of \_\_\_\_ sheets**” in the upper right-hand corner and is to be signed and dated by the persons providing the certificates required pursuant to clauses 10(1)(a) and (b) of the Act.

30 Dec 94 cC-26.1 Reg 1 s6.

**Encroachments**

**7** An encroachment agreement for the purposes of clause 10(1)(c) of the Act is to be in Form A of Appendix A.

30 Dec 94 cC-26.1 Reg 1 s7.

**Orientation and scale of diagrams**

**8(1)** The diagrams required pursuant to clauses 9(1)(a) and (c) of the Act are to be drawn with the north point directed to the top of the sheet and are to be to a scale that will permit all details and notations to be clearly shown.

(2) The units are to be numbered consecutively beginning with Unit 1 and ending with a unit numbered to correspond to the total number of units in the parcel.

30 Dec 94 cC-26.1 Reg 1 s8.

**Amendments**

**9(1)** An amending instrument required pursuant to section 14 of the Act is to be in Form B of Appendix A.

(2) Where a plan is to be registered respecting an amendment that adds land to a condominium plan or amalgamates two or more condominium plans, a condominium corporation may sign the plan on behalf of the unit owners in that corporation as long as the requirements of sections 14 and 15 of the Act are satisfied.

(3) Where a plan is to be registered respecting an amalgamation, the condominium corporations proposing to amalgamate shall sign and seal the plan.

(4) Where a plan is to be registered respecting an amendment that adds land to a condominium plan, the condominium corporation shall sign and seal the plan as the condominium corporation and as the owner of the parcel being added.

30 Dec 94 cC-26.1 Reg 1 s9.

**Endorsement of instruments**

**10** On receipt of an instrument executed by a corporation pursuant to section 14, 15, 25, 71, 74 or 87 of the Act, the registrar shall endorse on the relevant condominium plan:

- (a) the nature of the instrument;
- (b) the particulars that the registrar considers appropriate; and
- (c) his or her signature.

30 Dec 94 cC-26.1 Reg 1 s10.

**Copies of plans furnished to assessing authorities**

**11** A copy of a plan or an amendment of a plan furnished to an assessing authority pursuant to section 92 of the Act is to be identified as an attachment to a certificate that is to be in Form C of Appendix A.

30 Dec 94 cC-26.1 Reg 1 s11.

**BARE LAND CONDOMINIUM PLAN****Bare land condominium**

**12** A declaration for a bare land condominium required pursuant to clause 9(3)(c) of the Act is to be in Form D of Appendix A.

30 Dec 94 cC-26.1 Reg 1 s12.

**Application of *The Planning and Development Act, 1983***

**13(1)** Section 146 of *The Planning and Development Act, 1983* does not apply to land that is subject to a proposed bare land condominium plan.

(2) Clause 140(1)(c) of *The Planning and Development Act, 1983* does not apply to a unit in a bare land condominium plan.

(3) Subsection (4) operates in place of section 146 of *The Planning and Development Act, 1983*.

(4) Subject to the other provisions of *The Planning and Development Act, 1983*, where an approving authority is of the opinion that compliance with a requirement of any applicable subdivision regulations made pursuant to clauses 136(1)(d) to (h), subsection 136(2) or section 137 of *The Planning and Development Act, 1983* is impractical or undesirable because the proposed plan is a bare land condominium plan rather than a plan of subdivision, the approving authority may:

- (a) relieve the applicant from compliance, in whole or in part, with the requirement; and
- (b) issue a certificate of approval for the bare land condominium plan, endorsed to indicate that the approval is granted in accordance with the subdivision regulations subject to the waiver of any provision of those regulations.

30 Dec 94 cC-26.1 Reg 1 s13.

## UNITS

**Certificate of title**

**14** A certificate of title to a unit mentioned in clause 5(1)(b) of the Act is to be in Form E of Appendix A.

30 Dec 94 cC-26.1 Reg 1 s14.

**Unit factors**

**15(1)** The schedule specifying the unit factor mentioned in clause 9(1)(e) of the Act for each unit is to be in Form F of Appendix A.

(2) The total of unit factors for all the units in the parcel is to equal 10,000.

(3) The approximate area of each unit and other features that may identify a unit are to be shown on Form F of Appendix A.

30 Dec 94 cC-26.1 Reg 1 s15.

**Discharges of mortgage**

**16(1)** Where a mortgage affecting a parcel has not been noted on the certificates of title to the units pursuant to subsection 5(3) of the Act, and a discharge of mortgage pursuant to section 7 of the Act attributable to a unit is registered, the registrar shall endorse the discharge on the condominium plan.

(2) Where a mortgage affecting a parcel has been noted on certificates of title to the units pursuant to subsection 5(3) of the Act, and a discharge of a mortgage attributable to a unit is registered pursuant to section 7 of the Act, the registrar shall endorse the discharge on the certificate of title to the unit and on the condominium plan.

30 Dec 94 cC-26.1 Reg 1 s16.

**Redivision**

**17** Before registering a condominium plan of redivision of a unit or units, the registrar shall:

- (a) endorse on the original registered condominium plan an endorsement of the redivision; and
- (b) indicate on the diagram in the original registered condominium plan the unit or units being redivided.

30 Dec 94 cC-26.1 Reg 1 s17.

**Redesignation of parking space**

**18(1)** An owner of a unit may approve redesignation of a parking space pursuant to clause 11(3)(a) of the Act by completing Form G of Appendix A.

(2) An officer of the condominium corporation shall:

- (a) sign a completed Form G of Appendix A;
- (b) retain one copy of the signed Form G of Appendix A for the corporation's records; and
- (c) return one copy to the owner of the unit.

30 Dec 94 cC-26.1 Reg 1 s18.

## BONDS

**Bonds**

**19** A bond delivered pursuant to section 10, 16 or 21 of the Act is to be in Form H of Appendix A.

30 Dec 94 cC-26.1 Reg 1 s19.

**Developer to provide bond or proof of bond**

**20(1)** Subject to subsection (5), where the condominium plan includes bare land units or a caveat is being registered pursuant to section 16 of the Act, the developer shall:

- (a) provide a statement from any public authority or other person acceptable to the minister that has required the developer to post a bond in a form acceptable to the minister to cover the cost of the construction of common property and common facilities certifying that the bond has been provided and specifying the amount of money assigned to construction of each facility; or
- (b) deliver to the minister a bond in Form H of Appendix A in an amount equivalent to:
  - (i) 10% of the cost of completing the common property and common facilities in the plan as certified by a registered architect, engineer, appraiser or other person acceptable to the minister, provided that the amount of the bond is not less than \$100,000 nor more than \$200,000; or
  - (ii) the cost of completion of the common property and common facilities, where the cost of completing the common facilities in the plan as certified by a registered architect, engineer, appraiser or other person acceptable to the minister is less than \$100,000.

(2) Where the amount of the bond mentioned in clause (1)(a) is less than the amount required pursuant to clause (1)(b), the minister may require the developer to post a bond for the difference.

(3) A transferee pursuant to section 21 of the Act is required to have in place a bond that provides at least as much financial security as the transferor has provided.

(4) Notwithstanding that the Crown in right of Saskatchewan has not suffered any loss or damages, every bond delivered to the minister is to be construed as being a penal bond, and, where a bond is forfeited, the amount due as a debt to the Crown in right of Saskatchewan by the person bound is to be determined as if the Crown had suffered the loss or damages that would entitle the Crown to be indemnified to the maximum amount of liability prescribed by the bond.

(5) Where no common property or common facilities remain to be constructed at the time the bare land condominium plan or caveat is being registered, the developer may provide a certificate of completion pursuant to subsection 21(2) to the minister and the minister may waive the requirement to obtain a bond.

30 Dec 94 cC-26.1 Reg 1 s20.

**Expiration or release of bond**

**21(1)** The bond mentioned in section 20:

- (a) expires 30 days after submission to the minister of a certificate of completion pursuant to subsection (2) showing that the common property and common facilities as described in the declaration accompanying the developer's caveat in clause 16(3)(a) of the Act or the declaration pursuant to clause 9(3)(c) of the Act are completed;
  - (b) is to be released where the court orders the bond to be released; or
  - (c) is to be released where:
    - (i) the condominium board is elected after a majority of the units have been sold and the developer and the condominium corporation, with approval by a unanimous resolution of the owners, have entered into an agreement for completion of common property and common facilities and the release of the security; and
    - (iii) the minister receives a certified copy of the unanimous resolution with the agreement attached under seal of the corporation.
- (2) A certificate from an engineer, architect, appraiser or other person acceptable to the minister stating that the common property and common facilities as described in the developer's declaration or disclosed pursuant to section 26 of the Act are 50% complete or complete is sufficient evidence to the minister of the statements in the certificate.
- (3) Subject to subsection (2), on completion of 50% of the common property and common facilities, the minister may authorize that the amount of the bond may be reduced by 50%.
- (4) For the purposes of this section, where the common property and common facilities or a substantial part of the common property and common facilities are ready for use or are being used for the purposes intended, the common property and common facilities may be considered complete for the purposes of subsection (2).
- (5) The bond referred to in section 20 is to be issued by an insurer licensed pursuant to *The Saskatchewan Insurance Act* to transact guarantee insurance.

30 Dec 94 cC-26.1 Reg 1 s21.

**Forfeiture**

**22(1)** Every bond mentioned in clause 20(1)(b) or subsection 20(2) is to be forfeited on the demand of the minister where:

- (a) the caveat has lapsed pursuant to subsection 17(3) of the Act;
- (b) a final judgment respecting a claim arising out of a condominium plan or a replacement plan has been entered against the developer; or
- (c) the developer commits an act of bankruptcy, whether or not proceedings have been taken pursuant to the *Bankruptcy and Insolvency Act* (Canada).



## CONDOMINIUM PROPERTY

## C-26.1 REG 1

(2) The Lieutenant Governor in Council may order that any money recovered under a forfeited bond be paid to any of the following on any conditions considered appropriate:

- (a) to the local registrar of the court in trust for any persons that may become judgment creditors of the developer respecting a claim arising out of a condominium plan or a replacement plan;
- (b) to any trustee, custodian, interim receiver, receiver or liquidator of the developer;
- (c) to any persons that may be deemed to be entitled to the bond respecting a claim arising out of the condominium plan or replacement plan of the developer.

(3) Any moneys not expended pursuant to an order of the Lieutenant Governor in Council shall be refunded to the surety or obligor under the bond after the payment of any expenditures incurred by the minister in connection with the forfeiture of the bond and the determination and settlement of valid claims.

(4) Any misrepresentation by or on behalf of a developer respecting any common property or common facilities or additional common facilities to be provided under a declaration of a developer is, for the purposes of this section, deemed to be a claim arising out of a condominium plan or a replacement plan.

30 Dec 94 cC-26.1 Reg 1 s22.

## BYLAWS

**Bylaws**

**23** The bylaws required pursuant to section 45 of the Act are in Appendix B.

30 Dec 94 cC-26.1 Reg 1 s23.

**Notice of amendment or repeal**

**24(1)** A notice of amendment or repeal of bylaws of a corporation made pursuant to section 46 of the Act is to be in Form I of Appendix A.

(2) On receipt of a notice of amendment or repeal of bylaws, the registrar shall endorse on the relevant condominium plan an endorsement that:

- (a) contains particulars that the registrar considers appropriate; and
- (b) is signed by the registrar.

30 Dec 94 cC-26.1 Reg 1 s24.

## CONTRIBUTIONS

**Contributions for common expense fund and reserve fund**

**25** For the purposes of sections 57 and 58 of the Act, the corporation shall raise the amounts required for the common expenses fund or the reserve fund by levying contributions on the owners of the units:

- (a) in proportion to the unit factors of their respective units; or

- (b) if a scheme of apportionment for contributions to the fund has been established pursuant to sections 26 and 27, in accordance with that scheme.

30 Dec 94 cC-26.1 Reg 1 s25.

**Scheme of apportionment**

**26(1)** Subject to subsection (2), a corporation may establish a scheme of apportionment for owners' contributions to the common expenses fund or a reserve fund that is not in proportion to the unit factors by amending the bylaws of the corporation to include that scheme of apportionment and by filing those bylaws with the registrar.

(2) A corporation shall not amend its bylaws to include a scheme of apportionment unless the written consent to that scheme has been obtained from at least 75% of the owners.

(3) Not less than 30 days before filing with the registrar an amendment to the bylaws that includes a scheme of apportionment, the corporation shall serve a copy of that amendment to the bylaws and notice of the right to apply to the court pursuant to section 27 on:

- (a) all owners of units except those owners of units who have consented pursuant to subsection (2);
- (b) all holders of registered mortgages of units that have given written notice of their mortgages to the corporation pursuant to subsection 42(2) of the Act; and
- (c) the Saskatchewan Housing Corporation, if it has given notice to the corporation pursuant to subsection (5).

(4) At the time of filing with the registrar an amendment to the bylaws that includes a scheme of apportionment referred to in subsection (1), the corporation shall also file with the registrar a certificate of the corporation under seal stating that:

- (a) copies of the amendment to the bylaws have been served as required by subsection (3); and
- (b) the consents required pursuant to subsection (2) have been obtained.

(5) Where the Saskatchewan Housing Corporation has a contract with the owner of a unit entered into pursuant to *The Saskatchewan Housing Corporation Act* for it to subsidize the common expenses fund or reserve fund contributions payable by the owner:

- (a) it may give written notice of the contract to the corporation; and
- (b) if it does give written notice to the corporation pursuant to this section, it shall give written notice to the corporation on the expiration or termination of the contract or if it ceases to subsidize the common expenses fund or reserve fund contributions payable by the owner.

(6) If a scheme of apportionment has been established pursuant to this section, it may only be repealed, amended or replaced in accordance with this section.

(7) The amendment to the bylaws becomes effective on the filing with the registrar of the amendment to the bylaws or a certified copy of a court order made pursuant to section 27.

30 Dec 94 cC-26.1 Reg 1 s26.

**Application to the court**

**27(1)** Within 30 days of being served, a person on whom a copy of the amendment to the bylaws and notice is required to be served pursuant to subsection 26(3):

- (a) may apply to the court to object to the scheme of apportionment included in the amendment to the bylaws; and
  - (b) shall file with the registrar a notice of the application in the prescribed form.
- (2) An applicant shall serve written notice of the application on the corporation.
- (3) The corporation shall provide a notice in writing of the application to:
- (a) all owners of units;
  - (b) all holders of registered mortgages mentioned in clause 26(3)(b); and
  - (c) the Saskatchewan Housing Corporation, if it was required to be served pursuant to clause 26(3)(c).
- (4) If notice of an application is filed with the registrar pursuant to clause (1)(b), the registrar shall not make reference on the condominium plan of the amendment of the bylaws that is the subject of the application except in accordance with an order made pursuant to subsection (5).
- (5) On an application, the court may:
- (a) accept any evidence that the court considers appropriate; and
  - (b) make any order that the court considers appropriate, including an order amending the scheme of apportionment included in the amendment to the bylaws.
- (6) The applicant shall file a certified copy of a court order with the registrar.
- (7) If the court order changes the scheme of apportionment included in the amendment to the bylaws, the amendment of the bylaws that is the subject of the order is deemed to be amended to comply with the order when the order is filed with the registrar.

30 Dec 94 cC-26.1 Reg 1 s27.

**Reserve fund contributions**

**28** The corporation, by vote of unit owners at the annual general meeting, shall determine the amounts required for a reserve fund by taking into account anticipated repair and replacement costs and life expectancy of the things mentioned in subsection 55(3) of the Act.

30 Dec 94 cC-26.1 Reg 1 s28.

**C-26.1 REG 1****CONDOMINIUM PROPERTY****Caveats**

**29(1)** Where a condominium corporation files a caveat pursuant to section 63 of the Act, the caveat is to indicate that the condominium corporation is claiming an interest in a unit pursuant to section 63 of the Act.

(2) The caveat is to be filed in accordance with and is to be governed by the provisions of *The Land Titles Act*.

30 Dec 94 cC-26.1 Reg 1 s29.

**Estoppel certificate**

**30** An estoppel certificate required by section 64 of the Act is to be in Form J of Appendix A.

30 Dec 94 cC-26.1 Reg 1 s30.

**CONDOMINIUM TAXATION****Interpretation**

**30.1(1)** In this section and sections 30.2 to 30.5:

(a) **“assessment and taxation legislation”** means *The Northern Municipalities Act, The Northern Municipality Assessment and Taxation Regulations, The Rural Municipality Act, 1989, The Rural Municipality Assessment and Taxation Regulations, The Urban Municipality Act, 1984, and The Urban Municipality Assessment and Taxation Regulations*;

(b) **“bare land condominium”** means a condominium that has only bare land units on the condominium plan;

(c) **“board”** means the Saskatchewan Municipal Board established pursuant to *The Municipal Board Act*;

(d) **“commercial unit”** means a unit that is classified as commercial and industrial property pursuant to the assessment and taxation legislation;

(e) **“multi-use condominium”** means a condominium that includes commercial units and residential units;

(f) **“residential unit”** means a unit that is classified as:

(i) multi-unit residential property pursuant to *The Rural Municipality Act, 1989, The Rural Municipality Assessment and Taxation Regulations, The Urban Municipality Act, 1984 and The Urban Municipality Assessment and Taxation Regulations*; or

(ii) residential property pursuant to *The Northern Municipalities Act and The Northern Municipality Assessment and Taxation Regulations*.

2 Jan 98 SR 112/97 s2.

**Apportionment of assessment**

**30.2(1)** The assessing authority shall determine the property taxes payable by owners in a multi-use condominium by apportioning the assessed value of the multi-use condominium among its commercial units and residential units in the manner set forth in this section.

(2) Each commercial unit is to be assessed in the same manner as other commercial and industrial property pursuant to the assessment and taxation legislation.

- (3) To determine the property taxes payable by each owner of a commercial unit, the assessing authority shall apportion the assessed value of the commercial units, determined in accordance with subsection (2), among those units in proportion to their unit factors as shown on the registered condominium plan.
- (4) Each residential unit is to be assessed in the same manner as other multi-unit residential properties pursuant to the assessment and taxation legislation or in the same manner as other residential property where the assessment and taxation legislation does not include a multi-unit residential property class.
- (5) To determine the property taxes payable by each owner of a residential unit, the assessing authority shall apportion the assessed value of the residential units, determined in accordance with subsection (4), among those units in proportion to their unit factors as shown on the registered condominium plan.
- (6) Unless otherwise shown on the registered condominium plan, the assessing authority shall apportion the assessed value of common property among the commercial units and the residential units in proportion to the unit factors of the respective units as shown on the registered condominium plan.
- (7) Property taxes for the common property are to be assessed and apportioned on the basis of the procedures set out in subsections (2) to (5).

2 Jan 98 SR 112/97 s2.

**Apportionment re bare land condominium**

**30.3(1)** For the purposes of apportioning property taxes among owners of units in a bare land condominium, the assessing authority shall apportion the property taxes based on:

- (a) the taxable assessment of the land, including the common property, in proportion to the unit factors of the units; and
  - (b) the taxable assessment of the improvements such that each unit owner pays the taxes associated with the assessed value of any improvement on his or her unit.
- (2) This section applies to bare land condominiums where the condominium plan is registered after January 1, 1998.

2 Jan 98 SR 112/97 s2.

**Application for different scheme of apportionment**

**30.4(1)** With the written approval of two-thirds of the owners of units, a corporation may apply to the board for approval of a scheme of apportionment for assessment purposes that is different from an apportionment pursuant to section 95 of the Act or section 30.2 or 30.3 of these regulations.

- (2) An application pursuant to subsection (1) must include:
  - (a) a proposed scheme of apportionment; and
  - (b) proof that at least two-thirds of the owners have approved the proposed scheme of apportionment.
- (3) The proposed scheme of apportionment must specify in whole numbers totalling 10,000 the proposed tax apportionment factor for each unit in the parcel.

- (4) The corporation shall serve, in accordance with section 104 of the Act, a copy of the application on the assessing authority and on each owner of a unit at the time when the application is submitted to the board.
- (5) Within 30 days after being served with an application pursuant to subsection (4), the assessing authority or any owner of a unit may serve, in accordance with section 104 of the Act, notice on the board of an intention to oppose the proposed scheme of apportionment.
- (6) Where the board does not receive a notice pursuant to subsection (5), the board may, without a hearing, approve the proposed scheme of apportionment.
- (7) The board may conduct any hearings that are necessary for the purposes of this section as if the hearings were conducted pursuant to *The Municipal Board Act* and, for that purpose, the board has the power conferred on the board by that Act with respect to hearings, with any necessary modification.
- (8) Where a notice has been served pursuant to subsection (5), the assessing authority, any owner of a unit or an agent of an owner may appear before the board to oppose the proposed scheme of apportionment.
- (9) On a hearing pursuant to subsection (7), the board may make any order that it considers fair and equitable based on the relative assessed value of the units, including an order:
- (a) to approve the proposed scheme of apportionment;
  - (b) to reject the proposed scheme of apportionment; or
  - (c) to amend the proposed scheme of apportionment.
- (10) The board shall direct the assessing authority to comply with a scheme of apportionment that is approved or amended pursuant to subsection (6) or (9) for the purposes of assessing and apportioning rates, charges and taxes with respect to the parcel.
- (11) The assessing authority shall comply with an order of the board made pursuant to subsection (6) or (9).
- (12) An order made prior to the closing of the assessment roll is to be applied to that year's roll and an order made after the closing of the roll is to be applied in the subsequent year's roll.

2 Jan 98 SR 112/97 s2.

**Apportionment schemes - section 96 of the Act**

- 30.5(1)** A scheme of re-apportionment previously approved by the board pursuant to section 96 of the Act continues in effect after the coming into force of these regulations.
- (2) A scheme of re-apportionment mentioned in subsection (1) may be changed pursuant to section 30.4.

2 Jan 98 SR 112/97 s2.

## TRANSFERS OR LEASES

**Corporate certificate**

**31** A certificate by a corporation given pursuant to section 71 of the Act is to be in Form K of Appendix A.

30 Dec 94 cC-26.1 Reg 1 s31.

**Transfer by corporation**

**32** Where a parcel is transferred by a corporation pursuant to section 88 of the Act, the registrar shall:

- (a) enter on the relevant condominium plan an endorsement of the cancellation of the plan; and
- (b) indicate in an appropriate manner on any relevant plan that the condominium plan has been cancelled.

30 Dec 94 cC-26.1 Reg 1 s32.

**Certificate that resolution properly passed**

**33** A certificate by a corporation required pursuant to section 89 of the Act is to be in Form L of Appendix A.

30 Dec 94 cC-26.1 Reg 1 s33.

## MISCELLANEOUS

**Notice of termination**

**34(1)** A notice of the termination of the condominium status of a building pursuant to section 87 of the Act is to be in Form M of Appendix A.

(2) On receipt of a notice of termination, the registrar shall endorse on the relevant condominium plan:

- (a) the termination of the condominium status of the building and the vesting of the parcel in the owners;
- (b) the particulars that the registrar considers appropriate; and
- (c) his or her signature.

30 Dec 94 cC-26.1 Reg 1 s34.

**Filing of orders with registrar**

**35(1)** An administrator appointed by the court pursuant to section 101 of the Act may file a certified copy of the order of the court appointing him or her as administrator with the registrar.

(2) A corporation may file a certified copy of an order of the court made pursuant to section 102 of the Act with the registrar.

(3) On receipt of a copy of an order referred to in subsection (1) or (2), the registrar shall endorse on the relevant condominium plan:

- (a) the particulars that the registrar considers appropriate; and

**C-26.1 REG 1****CONDOMINIUM PROPERTY**

(b) his or her signature.

30 Dec 94 cC-26.1 Reg 1 s35.

**Change of address**

**36** A notice of a change of an address for service pursuant to section 105 of the Act is to be in Form N of Appendix A.

30 Dec 94 cC-26.1 Reg 1 s36.

**Cost of providing documents**

**37** The maximum fee that a corporation may charge for producing and providing any document that the Act requires to be provided is not to exceed the cost to the corporation of producing and providing the document.

30 Dec 94 cC-26.1 Reg 1 s37.

**Fee for certificate or approval**

**38** The maximum fee that a local authority may charge for producing and providing any certificate or approval that the Act requires to be provided is not to exceed the cost to the local authority of producing and providing the certificate or approval.

30 Dec 94 cC-26.1 Reg 1 s38.

**Declarations**

**39** A declaration mentioned in subsection 16(3) of the Act is to be in Form O of Appendix A.

30 Dec 94 cC-26.1 Reg 1 s39.

**Certificate of independent legal advice**

**40** A certificate of independent legal advice and waiver pursuant to section 27 of the Act is to be in Form P of Appendix A.

30 Dec 94 cC-26.1 Reg 1 s40.

**REPEAL AND COMING INTO FORCE****Sask. Reg. 701/68 repealed**

**41** “The Condominium Property Act Regulations”, being Saskatchewan Regulations 701/68, are repealed.

30 Dec 94 cC-26.1 Reg 1 s41.



## Appendix A

### FORM A

[Section 7]

### Encroachment Agreement

BETWEEN:

\_\_\_\_\_  
(Owner)

– and –

The Crown in right of Saskatchewan, as represented by the  
Minister of Highways and Transportation (Minister)

– and –

The Municipality of \_\_\_\_\_  
(Municipality)

- 1 The Owner is the registered owner in fee simple of the following land:

\_\_\_\_\_  
(the land)

- 2 A building on the land encroaches on an adjacent street or lane owned by the Crown in right of Saskatchewan but within the municipal boundaries of the Municipality as shown outlined in red on the attached surveyor's certificate.
- 3 The Owner would like the consent of the Minister and the Municipality to continue the encroachment.

IN CONSIDERATION of the payment of \$1 to each of the Minister and the Municipality, receipt of which is acknowledged, the parties agree as follows:

- 1 The Minister and the Municipality agree that the Owner and his or her executor, administrator or assigns may continue the encroachment only in accordance with this agreement.
- 2 The Owner agrees that the owner will cause no further encroachment to be made.
- 3 The Owner agrees that, should the building or any portion of it be structurally altered, ordinary repairs excepted, so that its chief component parts such as foundation or footings or outside walls are altered or renewed, the alterations will be done so that the building will not encroach at all or further on the street or lane after the alterations.
- 4 The Owner agrees to keep the Minister and the Municipality indemnified from and against any and all expenses, damages, claims, demands, actions or judgments that may arise or be brought by reason of the encroachment or any part of it.
- 5 This agreement is binding on the heirs, executors, administrators, successors and assigns of the parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
(Owner)

[The owner's signature must be witnessed and attested in accordance with the provisions of *The Land Titles Act* or signed under corporate seal.]

Minister of Highways and Transportation

per: \_\_\_\_\_

CONSENTED TO AND APPROVED on behalf of the Municipality by its proper signing officers under corporate seal  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
(Mayor or Reeve)

\_\_\_\_\_  
(City Clerk or Administrator)

**C-26.1 REG 1****CONDOMINIUM PROPERTY****FORM B**  
**[Section 9]****Amendment Instrument**

The Owners: Condominium Plan No. \_\_\_\_\_ (and, where applicable, the Owners: Condominium Plan No. \_\_\_\_\_ ) amend Condominium Plan No. \_\_\_\_\_ , as follows:

1 \_\_\_\_\_  
(Describe nature of the amendments being effected by this instrument.)

2 \_\_\_\_\_  
(If the amendment affects property in addition to the property included in the condominium plan).

The priority that is to be given to each of the endorsements and encumbrances that exist with respect to all property that is affected by the amendment is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3 \_\_\_\_\_  
(Where amalgamation or addition of new property)

Attached is a schedule showing the existing units, with accompanying unit factors and registered owners, together with the units and unit factors that the registered owners will own as a result of the amendment.  
(Attach schedule)

**CERTIFICATE**

The corporation certifies that written consents have been obtained from:

- (a) the owners of every unit in the plan; and
- (b) every holder of a registered mortgage with respect to a unit and the common property that is affected by the amendment.

**OR**

The corporation certifies that:

- (a) the written consents of 80% of the owners of units and holders of registered mortgages with respect to the units and common property that are affected by the amendment have been obtained; and
- (b) a notice of this amending instrument has been served on the following, not less than 30 days before registering this amending instrument:
  - (i) all owners of units and all holders of registered mortgages with respect to the units and the common property that are affected by the amending instrument, except those unit owners and holders of registered mortgages that provide written consents; and
  - (ii) the local authority.

The seal of the Owners: Condominium Plan No. \_\_\_\_\_ was affixed on \_\_\_\_\_  
in the presence of \_\_\_\_\_ and \_\_\_\_\_ , members of the board.

## CONDOMINIUM PROPERTY

## C-26.1 REG 1

FORM C  
[Section 11]**Certificate Verifying Copies of a Condominium Plan**

The Owners: Condominium Plan No. \_\_\_\_\_ certify that the attached plans marked as \_\_\_\_\_ and \_\_\_\_\_ are copies of a condominium plan, or an amendment to a condominium plan registered in the land titles office on \_\_\_\_\_.

The seal of the Owners: Condominium Plan No. \_\_\_\_\_ was affixed on \_\_\_\_\_ in the presence of \_\_\_\_\_ and \_\_\_\_\_, members of the board.

30 Dec 94 cC-26.1 Reg 1.

FORM D  
[Section 12]**Declaration of Developer Respecting Bare Land Condominiums**

The developer declares:

1 That \_\_\_\_\_ is the developer of a proposed bare land  
(name of developer)  
condominium situated in \_\_\_\_\_ to be located on the following land:  
(name of municipality)

\_\_\_\_\_  
(legal description of land)  
\_\_\_\_\_;

2 That the developer undertakes to provide the following as shown on the sketch plan attached to this declaration and described as: \_\_\_\_\_  
(describe the nature of improvements, if any, and a description of the common property and common facilities, if any)  
\_\_\_\_\_; and

3 That if the developer adopts architectural controls respecting improvements on the units, the developer will apply those controls consistently.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Signed and sealed in the presence of

\_\_\_\_\_  
(witness)

\_\_\_\_\_  
(signature of developer) (affix seal if a corporation)

30 Dec 94 cC-26.1 Reg 1.

**C-26.1 REG 1****CONDOMINIUM PROPERTY****FORM E**  
[Section 14]**Certificate of Title**

Canada

Province of Saskatchewan

SASKATCHEWAN

Value \$ \_\_\_\_\_

No. \_\_\_\_\_

Grant No. \_\_\_\_\_

Ref. \_\_\_\_\_

**CONDOMINIUM  
CERTIFICATE OF TITLE**

THIS IS TO CERTIFY that \_\_\_\_\_

now the owner \_\_\_\_\_ of an estate in fee simple \_\_\_\_\_

of and in Unit Number \_\_\_\_\_ in Condominium Plan Number \_\_\_\_\_ and \_\_\_\_\_  
(Here state Unit Factor)Undivided One Ten Thousandth Shares in the \_\_\_\_\_ Common Property therein,  
in the [ \_\_\_\_\_ of \_\_\_\_\_ ] or [ \_\_\_\_\_ ] in Saskatchewan, Canada  
(city, etc.) (Section, Township, Range)SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM NOW OR HEREAFTER  
UNDERWRITTEN OR ENDORSED HEREON OR ON THE CONDOMINIUM PLAN AFORESAID, OR WHICH ATTACH  
BY IMPLICATION UNDER *THE LAND TITLES ACT* OR *THE CONDOMINIUM PROPERTY ACT, 1993*, AND SUBJECT  
TO ANY AMENDMENTS TO THE UNITS OR COMMON PROPERTY NOTIFIED ON THE SAID CONDOMINIUM PLAN.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day

of \_\_\_\_\_, 19 \_\_\_\_\_.

Post Office Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Registrar\_\_\_\_\_  
Land Registration District  
Province of Saskatchewan

NOTE: Any search of this title should include a search of the Condominium Plan.

### Schedule of Unit Factors

Unit Number	Unit Factor	Area of Unit	Other Features
Total	10,000		

FORM G  
[Section 18]

**Parking Space Redesignation Form**

TO: The Owners: Condominium Plan No. \_\_\_\_\_ (the corporation)

I, \_\_\_\_\_, being the owner of condominium unit # \_\_\_\_\_  
to which has been designated the exclusive use of parking space # \_\_\_\_\_ in the condominium plan,  
approve the redesignation of parking space # \_\_\_\_\_ to:

(a) \_\_\_\_\_ ; or  
(name of other unit owner)

(b) the corporation as non-exclusive use common property.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

[The owner's signature must be witnessed and attested in accordance with *The Land Titles Act* or signed under corporate seal.]

Approved by \_\_\_\_\_, being the holder of a registered mortgage on the unit  
who is first entitled in priority.

\_\_\_\_\_  
(Signature of mortgage holder)

[The mortgage holder's signature must be witnessed and attested in accordance with *The Land Titles Act* or signed under corporate seal.]

Received by the Owners: Condominium Plan No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
(Signature of officer of the corporation)

## CONDOMINIUM PROPERTY

## C-26.1 REG 1

FORM H  
[Section 20]**Bond**

I/we \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety  
(the Principal) (the Surety)

are held and firmly bound to the Crown in right of Saskatchewan (the Obligee) in the sum of \_\_\_\_\_ dollars, to be paid to the Obligee, for which payment we jointly and severally bind ourselves, our executors, administrators, successors and assigns.

Sealed with the respective seals of the Principal and of the Surety and dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

If the obligation does not by reason of any act, matter or thing at any time become forfeited pursuant to *The Condominium Property Regulations*, the obligation is void but otherwise remains in force and is subject to forfeiture as provided by that Act.

The obligation expires or terminates pursuant to section 21 of *The Condominium Property Regulations*.

Signed, sealed and delivered in the presence of

\_\_\_\_\_

(Principal)

\_\_\_\_\_

(Surety)

30 Dec 94 cC-26.1 Reg 1.

FORM I  
[Section 24]**Amendment or Repeal of Bylaws**

The Owners: Condominium Plan No. \_\_\_\_\_ certify that by a special resolution passed on \_\_\_\_\_ the bylaws applicable to that plan were amended or repealed as follows:

(set out terms of resolution)

The seal of the Owners: Condominium Plan No. \_\_\_\_\_ was affixed on \_\_\_\_\_ in the presence of \_\_\_\_\_ and \_\_\_\_\_, members of the board.

30 Dec 94 cC-26.1 Reg 1.

**C-26.1 REG 1****CONDOMINIUM PROPERTY**

FORM J  
[Section 30]

**Estoppel Certificate**

THE OWNERS: CONDOMINIUM PLAN NO. \_\_\_\_\_ (the corporation)

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

RE: UNIT NO. \_\_\_\_\_ (the Unit)

**CERTIFICATE**

The corporation certifies that, as of the above date:

1 (Provide the following information:

- (a) the amount of the common expense contribution levied respecting the unit;
- (b) the amount of the reserve fund contribution levied respecting the unit;
- (c) the extent to which the contributions have been paid respecting the unit;
- (d) the amount of any unpaid contributions or arrears in contributions respecting the unit;
- (e) the manner in which the contributions are payable (for example, by annual or monthly instalments);
- (f) the amount of any extraordinary contribution levied on the unit and the extent to which it has been paid.)

2 The corporation is not aware of any default by the present owner of the Unit in fulfilling any of the owner's obligations arising from membership in the corporation and ownership of the Unit, except as specified above or noted below:

3 The corporation holds insurance policies as required by *The Condominium Property Act, 1993*, and its bylaws and the policies are in good standing. (Describe particulars of insurance, including the carrier, the agent, the amount, the date of renewal, additional endorsements and the deductible, or attach a certificate of insurance that includes these particulars.)

4 The corporation has not been served with a notice of any unsatisfied judgments against the corporation, any existing orders or actions, suits or proceedings pending against or affecting the corporation before or issued by any court or any public authority having jurisdiction except as listed below: [include particulars about any matter listed]

5 Since the date of the last audited financial statements of the corporation there has been no material adverse change in the assets or liabilities of the corporation except as follows:

6 The corporation has not taken any action nor has it received notice of any pending proceedings:

- (a) for the transfer or leasing of the common property of the corporation or any part of it, except to the extent permitted under its bylaws in relation to the assignment of parking spaces and privacy areas to individual units;
- (b) to authorize any substantial change in or addition to the common facilities or any other substantial change in the assets of the corporation;
- (c) to amend the condominium plan relating to the corporation as presently registered;
- (d) to amend the bylaws of the corporation as constituted pursuant to *The Condominium Property Act, 1993*, or as presently registered;
- (e) for the appointment of an administrator for the corporation;
- (f) to terminate the condominium status of the land and buildings comprising the condominium property of the corporation;
- (g) to amend the scheme of apportionment of property taxes pursuant to section 95 of *The Condominium Property Act, 1993*; or
- (h) to appeal the assessment of the rates, charges or taxes on the units and common property of the corporation levied by any assessing authority, or to apply for approval of a new scheme of apportionment for assessment purposes.



## CONDOMINIUM PROPERTY

## C-26.1 REG 1

- 7 There has been no scheme of apportionment of property taxes pursuant to section 95 of *The Condominium Property Act, 1993*.
- or
- 7 There has been a scheme of apportionment of property taxes pursuant to section 95 of *The Condominium Property Act, 1993*, described as follows:
- 8 There has been no re-apportionment of common expense or reserve fund contributions pursuant to section 26 of *The Condominium Property Regulations*.
- or
- 8 There has been a re-apportionment of common expense or reserve fund contributions pursuant to section 26 of *The Condominium Property Regulations* described as follows:
- 9 The amount of the reserve fund is:
- 10 There are no contracts extending beyond one year except as follows:

The corporation also advises for your information only, BUT DOES NOT CERTIFY, that, as of the above date:

- 1 The names and addresses of the members of the board of directors of the corporation are:

THE OWNERS: CONDOMINIUM PLAN NO. \_\_\_\_\_

by: \_\_\_\_\_  
(title) (signature of officer of the corporation)

If requested, copies of the following documents will be provided on payment of the fee noted opposite each document:

- |   |          |
|---|----------|
| 1 latest financial statements for the corporation | \$ _____ |
| 2 current budget for the corporation              | _____    |
| 3 current policy of insurance                     | _____    |
| 4 current bylaws of the corporation               | _____    |
| 5 any current management agreement                | _____    |

If the corporation wishes to, it may disclose the following:

- 1 The particulars of the parking or any exclusive use area, including any special rules regarding those areas.
- 2 The date of the last annual meeting and the date of the next annual meeting, if known.

**C-26.1 REG 1****CONDOMINIUM PROPERTY****FORM K**  
[Section 31]**Certificate of Corporation**

The Owners: Condominium Plan No. \_\_\_\_\_ certify:

- 1 That a unanimous resolution respecting the transfer or lease of common property was properly passed;
- 2 That the transfer or lease conforms with the terms of the unanimous resolution; and
- 3 That all necessary consents were obtained.

The particulars of the lease or transfer are as follows:

The seal of the Owners: Condominium Plan No. \_\_\_\_\_ was affixed on \_\_\_\_\_  
in the presence of \_\_\_\_\_ and \_\_\_\_\_, members of the board.

30 Dec 94 cC-26.1 Reg 1.

**FORM L**  
[Section 33]**Certificate of Corporation**

The Owners: Condominium Plan No. \_\_\_\_\_ certify that a unanimous resolution authorizing the attached transfer was properly passed and that all necessary consents were obtained.

The particulars of the transfer are as follows:

The seal of the Owners: Condominium Plan No. \_\_\_\_\_ was affixed on \_\_\_\_\_  
in the presence of \_\_\_\_\_ and \_\_\_\_\_, members of the board.

30 Dec 94 cC-26.1 Reg 1.

## CONDOMINIUM PROPERTY

## C-26.1 REG 1

FORM M  
[Section 34]**Notice of Termination of Condominium Status**

The Owners: Condominium Plan No. \_\_\_\_\_ certify that the condominium status of the building or land illustrated in that condominium plan has been terminated.

Annexed is a certified copy of the unanimous resolution of the owners pursuant to section 88 of *The Condominium Property Act, 1993*.

or

Annexed is a certified copy of the order made by the court pursuant to section 84 of *The Condominium Property Act, 1993*.

The seal of the Owners: Condominium Plan No. \_\_\_\_\_ was affixed on \_\_\_\_\_ in the presence of \_\_\_\_\_ and \_\_\_\_\_, members of the board.

30 Dec 94 cC-26.1 Reg 1.

FORM N  
[Section 36]**Change of Address for Service**

To the Registrar of the \_\_\_\_\_ Registration District:

Take notice that the Owners: Condominium Plan No. \_\_\_\_\_, by resolution of the board, changed its address for service as contained in Condominium Plan No. \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, to \_\_\_\_\_, which shall be the corporation's address for service.

The seal of the Owners: Condominium Plan No. \_\_\_\_\_ was affixed on \_\_\_\_\_ in the presence of \_\_\_\_\_ and \_\_\_\_\_, members of the board.

30 Dec 94 cC-26.1 Reg 1.

FORM O  
[Section 39]

**Declaration of Developer Respecting Additional Units  
and Additional Common Facilities**

The developer declares:

- 1 That \_\_\_\_\_ is the developer of a condominium  
(name of developer)  
known as \_\_\_\_\_  
(legal description or condominium plan number)  
situated in \_\_\_\_\_  
(name of municipality)
- 2 That the developer undertakes to provide additional units and additional common facilities on the common property as shown on the sketch plan attached and described more fully as follows:
- 3 [If the developer intends to file additional caveats against the replacement plan or plans, the developer is to include a statement of that fact.]

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Signed and sealed in the presence of

\_\_\_\_\_  
(witness)

\_\_\_\_\_  
(signature of developer)  
(affix seal if a corporation)

## CONDOMINIUM PROPERTY

## C-26.1 REG 1

FORM P  
[Section 40]**Certificate of Independent Legal Advice**

I, \_\_\_\_\_, being a lawyer legally entitled to practise law in \_\_\_\_\_, certify that I have explained the purpose and effect of the attached waiver to \_\_\_\_\_, the person/persons named in the attached waiver, separate and apart from the developer or any employee or agent of the developer and that \_\_\_\_\_ understands the purpose and effect of the waiver.

I further certify that I have not, nor has my employer, partner or clerk, prepared the attached waiver and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

\_\_\_\_\_  
(lawyer)

**Waiver of Right to Rescind a Condominium Purchase Agreement**

I, \_\_\_\_\_, waive the right to rescind the purchase agreement that I have entered respecting the following property within 10 days after the day on which the purchase agreement was signed:

(legal description of property)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
(signature of purchaser)

**Appendix B**  
**CONDOMINIUM BYLAWS**  
[Section 23]

**I Interpretation**

**Interpretation**

1(1) In these bylaws:

- (a) **“Act”** means *The Condominium Property Act, 1993*;
  - (b) **“annual meeting”** means an annual general meeting of the corporation;
  - (c) **“common property”** means common property or common facilities and includes exclusive use areas;
  - (d) **“general meeting”** means a general meeting of the corporation other than the annual meeting;
  - (e) **“mortgagee”** means the mortgage holder of a unit, the common property and the corporation.
- (2) Words or expressions defined in section 2 of the Act have the same meaning in these bylaws.
- (3) The rights and obligations given or imposed on the corporation or the owners pursuant to these bylaws are in addition to any rights or obligations given or imposed on the corporation or the owners pursuant to the Act.
- (4) If there is any conflict between these bylaws and the Act, the Act prevails.

**II Duties of the Owner**

**Owner's duties**

2 An owner shall:

- (a) permit the corporation and its agents, at all reasonable times with notice, except in case of emergency when no notice is required, to enter in or on his or her unit for the purposes of:
  - (i) inspecting the unit;
  - (ii) maintaining, repairing or replacing pipes, wires, cables and ducts existing in or on 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 bylaws are being observed;
- (b) promptly carry out all work that may be required pursuant to these bylaws or as required by a local authority or other public authority respecting his or her unit, other than any work for the benefit of the building or parcel generally;
- (c) promptly pay all rates, taxes, charges and assessments that may be payable respecting his or her unit;

- (d) maintain his or her unit in a state of good repair;
- (e) promptly notify the corporation of:
  - (i) any change in the ownership of the unit; or
  - (ii) any mortgage registered against the unit; and
- (f) obtain the written consent of the board before making mechanical or electrical alterations to:
  - (i) his or her unit that affect the common property or another unit; or
  - (ii) the common property.

### **III Powers and Duties of the Corporation**

#### **Duties of Corporation**

##### **3 The corporation shall:**

- (a) control, manage and administer the common property for the benefit of all owners; and
- (b) on the written request of an owner or registered mortgagee of a unit, produce to the owner or mortgagee, or person authorized in writing by the owner or mortgagee, the policy or policies of insurance obtained by the corporation and the receipt or receipts for the last premium or premiums paid by the corporation.

#### **Powers of Corporation**

##### **4 The corporation may:**

- (a) acquire real or personal property to be used:
  - (i) for the maintenance, repair or replacement of the 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 for 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:
  - (i) negotiable instrument;
  - (ii) a mortgage of unpaid contributions, whether levied or not;
  - (iii) a mortgage of any property owned by it;
  - (iv) a mortgage of common property, where approved by special resolution;
  - (v) any combination of subclauses (i) to (iv);
- (d) where approved by the owners, rent common property or property owned by the corporation;

- (e) subject to section 59 of the Act, charge interest at the rate set by owners at the annual meeting on any moneys owing to it by an owner; and
- (f) make an agreement with an 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.

#### **IV Election of the Board**

##### **Election of the board**

- 5(1)** The board is to consist of not less than three and not more than seven owners or their designates.
- (2) Notwithstanding subsection (1), if there are not more than two owners, the board is to consist of all the owners or their designates.
- (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**

- 6(1)** If a unit has more than one owner, only one owner, or his or her designate, respecting that unit, shall sit on the board at one time.
- (2) An owner who has not paid to the corporation the contributions due and owing respecting his or her unit is not eligible, nor is his or her designate, for election to the board.
- (3) An owner is not eligible to sit on the board if he or she:
  - (a) is bankrupt under the *Bankruptcy and Insolvency Act* (Canada);
  - (b) is the subject of a certificate of incapacity issued pursuant to *The Dependent Adults Act*; or
  - (c) has been convicted of an indictable offence for which he or she was liable to imprisonment for a term of not less than two years.

##### **Voting**

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

##### **Term of office**

- 8(1)** Subject to subsection (2), a member of the board shall be elected at an annual meeting for a term expiring at the conclusion of the annual meeting convened in the second year following the year in which he or she was elected to the board.
- (2) At the first annual meeting convened pursuant to section 38 of the Act:
  - (a) not more than 50% of the members of the board are to be elected for a term expiring at the conclusion of the annual meeting convened in the year following the year in which they were elected; and
  - (b) the balance of the members are to be elected for a term expiring at the conclusion of the annual meeting convened in the second year following the year in which they were elected.
- (3) Each member of the board shall remain in office until the occurrence of any of the following:
  - (a) the office becomes vacant pursuant to section 10 of these bylaws;
  - (b) the member resigns;



- (c) the member is removed pursuant to section 9 of these bylaws;
- (d) his or her term of office expires.

**Removal of a member of the board**

**9** Except when the board consists of less than three individuals, the corporation may, by resolution at a general meeting, remove a member of the board before the expiration of his or her term of office and appoint another individual in his or her place to hold that office for the remainder of the term.

**Vacating of the office of a member of the board**

**10** The office of a member of the board is vacated if he or she:

- (a) becomes bankrupt under the *Bankruptcy and Insolvency Act* (Canada);
- (b) is more than 30 days in arrears in payment of any contribution required to be made by him or her as an owner;
- (c) is the subject of a certificate of incapacity issued pursuant to *The Dependent Adults Act*;
- (d) is convicted of an indictable offence for which he or she is liable to imprisonment for a term of not less than two years;
- (e) resigns his or her office by serving notice in writing on the corporation; or
- (f) is absent from three consecutive meetings of the board without permission of the board and it is resolved at a subsequent meeting of the board that the member should be removed from his or her office.

**Filling vacancy**

**11** When a vacancy occurs on the board pursuant to section 9 or 10 of these bylaws, the board may appoint an individual to fill that office until the next annual meeting.

## **V Officers of the Corporation**

**Officers**

**12(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) The board may designate a member to fill one or more of the offices mentioned in subsection (1).

(3) In addition to those duties assigned to the officers by the board, the president or, in the event of his or her absence or disability, the vice-president, shall act as chairperson of the meetings of the board.

(4) Where the president or vice-president is not available at the commencement of the meeting, the board shall elect a chairperson for the meeting and, if any chairperson so elected vacates the chair during the course of a meeting, the board shall choose another chairperson who has the same rights of voting.

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

(6) If 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.

## **VI Majority Vote and Quorum of the Board**

### **Majority vote**

**13(1)** At meetings of the board, all matters are to be determined by majority vote, and, in the event of a tie vote, the chairperson is entitled to cast a deciding vote in addition to his or her initial vote.

(2) Except where the board consists of a single director, a quorum of the board is two where the board consists of four or less members, three where it consists of five or six members and four where it consists of seven members.

## **VII Written Resolutions**

### **Written resolution**

**14(1)** A written resolution of the board signed by all of the members of the board has the same effect as a resolution passed at a meeting of the board properly convened and held.

(2) The written resolution may be communicated to each board member by a facsimile machine and when each member's signature appears on a copy of the resolution it is considered signed by all of the members for the purposes of subsection (1), whether or not each signature is an original signature.

(3) A copy of every resolution mentioned in subsections (1) and (2) is to be kept with the minutes of the board.

## **VIII Seal and Signing Authority of the Corporation**

### **Seal**

**15** The corporation shall have a corporate seal that is not to be used except under the authority of a resolution of the board given prior to its use.

### **Signing authority**

**16** 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.

## **IX Powers and Duties of the Board**

### **Duties**

**17(1)** The board, in addition to the duties imposed in the Act, shall:

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

(b) meet when a member of the board provides the other members with at least seven days' notice of a meeting proposed by him or her specifying the reason for calling the meeting;

(c) maintain financial records of all the assets, liabilities and equity of the corporation;

- (d) submit an annual report consisting of the financial statements and other information that the board may determine or that may be directed by a resolution passed at a general meeting to the annual meeting;
  - (e) on application of an owner a mortgagee or any person authorized in writing by an owner or mortgagee, make the books of account available for inspection at all reasonable times;
  - (f) on application of an owner or mortgagee or any person authorized in writing by an owner or mortgagee, make the minutes of annual meetings and general meetings available for inspection at all reasonable times; and
  - (g) keep a copy of *The Condominium Property Act, 1993* and the regulations made pursuant to that Act.
- (2) The secretary or, in the event of his or her absence or disability, another member of the board designated by the board shall be responsible for:
- (a) recording and maintaining all the minutes of meetings of the board;
  - (b) all the correspondence of the corporation; and
  - (c) carrying out his or her duties under the direction of the chairperson and the board.
- (3) The treasurer or, in the event of his or her absence or disability, another member of the board designated by the board shall be responsible for:
- (a) receiving all money paid to the corporation and depositing that money as the board may direct;
  - (b) properly accounting for the funds of the corporation and keeping those books as the board directs;
  - (c) presenting to the board when directed to do so by the board, a full detailed account of receipts and disbursements of the corporation; and
  - (d) preparing for submission at the annual meeting:
    - (i) a budget for the forthcoming fiscal year of the corporation; and
    - (ii) the financial statement for the most recently completed fiscal year of the corporation.
- (4) All officers of the corporation shall act honestly and in good faith and with a view to the best interests of the corporation, and each member of the board shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

#### **Powers**

##### **18 The board may:**

- (a) employ on behalf of the corporation any agents and employees it considers necessary to control, manage and administer the real and personal property of the corporation and the common property and, in that respect, may authorize those persons to exercise the powers and carry out the duties of the corporation; and
- (b) subject to any restriction imposed on it or direction given to it at a general meeting of the corporation, delegate to any of its members or to other persons any or all of its powers and duties as it thinks fit, and may at any time revoke that delegation.

## **X Procedure for Annual Meeting and General Meetings**

### **Order at meetings**

**19** All meetings of the board and general meetings are to be conducted according to the rules of order adopted by the meeting.

### **Owners requesting meeting**

**20(1)** The board, on the written request of owners or their designates entitled to vote who represent not less than 25% of the total unit factors for the units, shall convene a general meeting no later than 45 days after the request is received by any member of the board.

(2) The written request for a general meeting referred to in subsection (1) is to state the general nature of the business to be conducted at the meeting.

(3) The board shall prepare an agenda, including the matter requested pursuant to subsection (2), and may add matters to the agenda other than those requested pursuant to subsection (2).

### **Notice of meetings**

**21(1)** When an annual meeting or a general meeting is to be convened, the board, not less than seven days prior to the day on which the meeting is to be convened, shall 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 all business to be brought forth at the meeting and level of approval required for each item.

(2) On being notified by a mortgagee entitled to vote pursuant to section 42 of the Act that it wishes to be notified of annual and general meetings, the board shall give to that mortgagee the same notices required to be given to the owner pursuant to subsection (1).

(3) An annual meeting or a general meeting or anything done at a meeting is not invalid by reason only that a person was inadvertently not given notice pursuant to subsection (1) for that meeting.

### **Quorum**

**22(1)** Except as otherwise provided by these bylaws, no business shall be transacted at an annual 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 begins.

(2) A quorum for an annual meeting or a general meeting consists of not less than the number of persons or proxies representing 25% of all the unit factors.

(3) If, within 30 minutes from the time appointed for the commencement of an annual meeting or a general meeting, a quorum is not present, the meeting stands adjourned to the corresponding day in the next week at the same place and time.

(4) 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 purposes of that meeting.

**Chairperson**

**23(1)** The president, or in the event of his or her absence or disability, the vice-president or other person elected at the meeting, shall act as chairperson of an annual meeting or a general meeting.

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

- (a) call to order by the chairperson;
- (b) calling of the roll and certifying of proxies;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and approval 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.

**XI Voting****Voting**

**24(1)** At an annual meeting or a general meeting, a resolution is to be voted on by a show of hands unless a vote by unit factors is demanded by a person entitled to vote and present in person or by proxy, and, unless a vote by unit factors is so demanded, a declaration by the chairperson 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 vote by unit factor, that person may withdraw that demand and, on the demand being withdrawn, the vote shall be taken by a show of hands.

**Vote by unit factors**

**25** A vote by unit factors, if demanded, is to be conducted in a manner as directed by the chairperson, and the result of the vote by unit factors is deemed to be the resolution of the meeting at which the vote by unit factors was demanded.

**Tie votes**

**26(1)** Where there is a tie vote on a show of hands, the chairperson shall direct a vote by unit factors.

(2) Where there is a tie vote on a vote by unit factor, the resolution is defeated.

**Voting by co-owners**

**27(1)** If a vote is taken by unit factors, the number of votes that a person may cast is to correspond to the unit factors for the respective units represented by that person.

**C-26.1 REG 1****CONDOMINIUM PROPERTY**

(2) 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 by unit factors, a co-owner is entitled to that portion of the vote applicable to the unit that is proportionate to his or her interest in the unit, as long as, where only one owner is present, that owner is entitled to vote all of the unit factors for that unit.

(3) A co-owner may demand that a vote by unit factors be taken.

**Personal or proxy vote**

**28** In a show of hands or on a vote by unit factors, votes may be given either personally or by proxy.

**Proxies**

**29(1)** An instrument appointing a proxy is to be in writing and signed by the person making the appointment or his or her attorney, and may be either general or for a particular meeting.

(2) A proxy need not be an owner.

(3) A proxy is valid for one year from the date it is signed by the person giving the proxy.

**Restrictions on voting**

**30** Except as provided for in section 27 of these bylaws, there are no restrictions or limitations on an owner's rights to vote at an annual meeting or a general meeting.

**Written resolutions**

**31** If 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 meeting or general meeting, would be entitled to vote has the same effect as a resolution duly passed at the meeting.

**XII Enforcement of Bylaws****Enforcement of bylaws**

**32** The corporation is authorized to commence an action pursuant to section 99 of Act.

**XIII Tenants****Corporation authorized**

**33** For the purposes of section 82 of the Act, the corporation is authorized to do the following:

- (a) impose or collect deposits pursuant to section 77 of the Act;
- (b) make applications to the Rentalsman pursuant to section 80 of the Act;
- (c) collect common expenses from tenants pursuant to section 81 of the Act.

#### XIV Restrictions in Use

##### Interpretation

34(1) In this section:

- (a) **“occupant”** means a person present in or on a unit or in or on 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 a manner that unreasonably interferes with its use and enjoyment by other owners or occupants;
  - (b) use his or her unit in a manner or for a purpose that will cause a nuisance or hazard to any other owner or occupant;
  - (c) use his or her unit for a purpose that is illegal;
  - (d) make undue noise in or on his or her unit or on or about the real property of the corporation or the common property;
  - (e) do anything respecting his or her 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 in any insurance premiums payable by the corporation;
  - (f) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
  - (g) hang or place on the real property of the corporation or the common property or within or on a unit anything that is aesthetically displeasing in the board’s opinion when viewed from outside the units;
  - (h) leave articles belonging to his or her household on the real property of the corporation or the common property when those articles are not in actual use;
  - (i) obstruct a sidewalk, walkway, passage, driveway or parking area other than for entering and leaving his or her unit;
  - (j) use any portion of the real property of the corporation or the common property except in accordance with the bylaws.
- (3) An owner shall ensure that his or her occupants comply with the requirements that the owner must comply with pursuant to subsection (2).

