

**OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO. 711**

**BY-LAW NO. 8
(Standard Unit by-law)**

A by-law that defines the standard unit for the purposes of sections 89 and 99 of the *Condominium Act, 1998*, S.O. 1998, chap. 19, as amended from time to time, and any successor legislation (the “**Act**”).

BE IT ENACTED as by-Law No. 8 (being a by-Law respecting a Standard Unit) of Ottawa-Carleton Standard Condominium Corporation No. 711 (hereinafter referred to as the “Corporation”) as follows:

PREAMBLE

1. Pursuant to subsection 89(2) of the Act, the obligation of a condominium corporation to repair a unit after damage does not include repair after damage to improvements made to a unit;
2. Pursuant to subsection 99(4) of the Act, the obligation of a condominium corporation to obtain and maintain insurance does not include insurance for damage to improvements made to a unit;
3. Each unit owner is responsible to insure the improvements to his or her unit;
4. Any component of a unit over and above the defined standard unit is considered to be an improvement;
5. Subsections 89(3) and 99(5) of the Act require the determination of what constitutes an improvement to a unit to be made by reference to a standard unit definition;
6. For the purposes of defining what constitutes a standard unit, the Corporation has only one class of standard unit, which applies to the Residential Units. This definition of the standard unit does not apply to parking units nor does it apply to storage units.

DEFINITIONS

7. All words used herein which are defined in the Act or in the Declaration and by-laws of the Corporation shall have ascribed to them the meanings set out in the Act, the Declaration or the by-Laws respectively. In case of any conflict in the meanings set out in the Act, the Declaration or the by-Laws, the Declaration’s meaning shall prevail over the by-Law’s and the Act’s meaning shall prevail of the Declaration’s.
8. In addition to the foregoing, the following definitions shall apply:
 - (a) “**Declaration**” shall mean the Declaration of the Corporation registered in the Office of Land Titles at Ottawa.
 - (b) “**Improvement**” shall mean any improvement, alteration, addition, deletion or other modification to a Standard Unit, as defined herein. Improvement shall also include chattel and appliances. Without limiting the generality of the foregoing, an improvement includes anything that is not included in the Standard Unit as defined herein.
 - (c) “**Unit**”, for the purpose of this by-law, shall have the same meaning as set out in the Act, shall be as described or defined in Schedule “C” of the Declaration and shall be limited to the features set out herein but shall exclude all chattels and appliances within the Unit.

DETERMINATION OF THE STANDARD UNIT

9. The boundaries of the units are as defined in Schedule “C” of the Corporation’s declaration. This by-law does not amend or affect any definitions set out in the Corporation’s declaration or any obligations or responsibilities set out therein. To the extent that this by-law include(s) features which are part of the common elements, they are included for reference and information purposes only. They are not intended to form part of the standard unit and do not modify the boundaries of the unit.

10. For the purposes of this by-law the standard unit for all residential units shall consist of only the following items:

- a. The plumbing rough-in to the shut-off valve;
- b. The electrical rough-in supply and disconnect feed, including stove and dryer receptacles and capped outlet in dining room ceiling, hallway and kitchen, when such have been installed at time of construction;
- c. Smoke and heat detectors wired to central security system; and,
- d. The cable and telephone rough-in connections.

OWNERS OBLIGATIONS

11. The purpose of this by-law and the definition of standard unit is to clearly establish which components of a unit come within such definition and to clarify that all components of the unit that are not listed herein are considered and defined to be “Improvements” and as such, are the sole and exclusive responsibility of the unit owners to properly and adequately insure, maintain and repair and repair after damage, and also to establish clearly that the Corporation has no obligations whatsoever with respect to any Improvements.

12. Unit owners shall be responsible to maintain and repair and repair after damage all Improvements and shall insure them with customary coverage provided to condominium unit owners. The Corporation may request in writing from a unit owner and the unit owner shall provide to the Corporation within ten (10) days after receipt of such request, a copy of the owner’s insurance policy or other sufficient evidence that the Improvements are insured.

13. Any repairs, maintenance and/or servicing to be conducted by a unit owner in respect of his/her respective unit shall only be performed by an accredited professional.

14. Nothing in this by-law shall relieve any unit owner of any obligation to maintain, repair and when necessary, replace any component of his/her unit as may be set out in the Act and the declaration, by-laws and rules.

15. All replacement materials and re-construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any governmental or authority regulation, code or work order, while being repaired or replaced on account of insurable damage or destruction or for any other reason, such upgrade or change shall be considered part of the standard unit, despite not being referred to herein.

16. Notwithstanding any of the foregoing, if the Corporation at any time owns any unit(s) within the Corporation, then said unit shall, only for the duration of the Corporation’s ownership of same, include everything, including chattels, appliances and Improvements that falls within the boundaries of said unit(s) as described in the declaration.

GENERAL PROVISIONS

17. Each of the provisions of this by-law shall be deemed to be independent and severable. The invalidity of any part of this by-law shall not impair or affect in any manner the validity, enforceability or effect of the balance of this by-law.

18. No provision contained in this by-law shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches of this by-law which may incur.

19. The use of the masculine gender in this by-Law shall be deemed to include the feminine and the use of the singular shall be deemed to include plural where the context so requires and vice-versa.

20. The headings in this by-law does not form part thereof but shall be deemed to be inserted for convenience of reference only.

The foregoing by-Law No. 8 is hereby passed by the Directors and confirmed by the unit owners pursuant to the *Condominium Act, 1998*.

DATED this 17th day of July, 2015.

WITNESS the corporate seal of the Corporation on [date].

**OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO. 711**

Per: 

Angela Augsbury
President

Per: 

Print Name: Dorothea Geissel
Title: Secretary

We have the authority to bind the Corporation.

CERTIFICATE IN RESPECT OF A BY-LAW

(Under subsection 56(9) of the *Condominium Act, 1998*)

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 711 (the "Corporation") certifies that:

1. The copy of by-law No. 8, attached, is a true copy of the by-law.
2. The by-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the by-law.

DATED this 17th day of July, 2015.

**OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO. 711**

Per: 

Angela Augsbury
President

Per: 

Print Name: Dorota Beissel
Title: Secretary

We have the authority to bind the Corporation.