

## Condo Smarts

Headline: Definitions of a meeting

Topic: Annual General Meeting/ Special General Meeting

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**Dear Tony:** Our strata annual meeting had a number of road bumps that has created some serious problems and conflicts in our community. Our meeting started at 7pm, actually 7:45 because there were so many owner show showed up to register. On our agenda we had the approval of the annual budget, 8 majority votes for contingency expense items from our depreciation report under unfinished business, the election of council, and the approval of a new set of bylaws under new business. By the time we reached 11pm, we had just elected council, and the chairman decided to adjourn the meeting for 3 days. Owners complained, but the chair and the property manager simply declared the meeting adjourned and got up and left the room. Important to know that the chairman was not re-elected to council. So here's our question. What is the difference between adjourn and terminated, and unfinished business and new business?

*Davis C. Surrey*

**Dear Davis:** The *Strata Property Act* and Regulations do not always provide us with clear interpretations to all of the terms used in the legislation; however, we can apply some common definitions of use and the separate sections of the *Act* to create a level of understanding. Under the Standard Bylaws of the *Act*, and the bylaws of your strata as they have been adopted, your general meetings are terminated, not adjourned. It is not within the scope of authority for a chairperson to change the definitions to suit their privilege. Your strata corporation, which includes the council, chair of the meeting and the property manager have an obligation to comply with the *Act*, Regulations and the bylaws adopted by your strata. They are not guidelines, they are provincial laws and bylaws adopted by your community. There is only one provision in the *Act* to adjourn a meeting, and that is in the event a quorum is not reached to be able to convene the meeting,

requiring the meeting to be adjourned for 7 days to the same location and time. That quorum requirement may be amended through a bylaw to simplify the conditions. Your strata has not amended your bylaws or redefined the term adjourn for any other application. Unfinished business is exactly as described, it is business that was not complete at a previous meeting, and either the council have agreed to carry it over to a subsequent meeting, or the owners directed council to carry it over to the next general meeting. A good example of this is a budget which is defeated and requires another meeting within 30 days.

Your newly proposed majority vote resolutions for contingency expenses are new business. New business is any matter that has been given notice of and included with the notice package for consideration of the owners. Majority vote resolutions require an agenda item describing the matter to be voted on, and  $\frac{3}{4}$  vote, unanimous vote and soon to be 80% vote resolutions all require the exact wording of the proposed resolutions to be voted to be include in the notice package. The golden rule of democracy for strata general meetings, rests in section 50 of the *Act*: *matters are decided by majority vote unless a different voting threshold is required*. A competent and fair chairperson will understand that even the termination of a meeting or a procedural issue such as appointing scrutineers still requires a majority of the owners. Without properly terminating the meeting and giving notice of a Special General Meeting to complete the business, your strata is exposed to any owner and eligible voter challenging the subsequent decisions. Once the Civil Resolution Tribunal comes into effect in 2016, a Supreme Court action will no longer be required to challenge procedural issues. This will be a simple, cost effective application to the tribunal for adjudication.