

Condo Smarts

Headline: How do I get my windows replaced?

Topic: Windows

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Dear Tony: Our strata corporation has received its depreciation report and our doors and windows are due for projected upgrading in 2020. Overall, our report has been very positive because our 25 year old strata have maintained our property well and recently replaced all roofing and plumbing. Several owners have approached the strata council and requested permission to upgrade their doors and windows for both cosmetic and energy efficiency reasons. The council would like to grant permission, but we also realize that the doors and windows on our building exterior are common property. So what happens when the strata is ready to replace all of the doors and windows? Do the upgrades stay? Do we credit the owners who replaced the windows? Before we proceed we would appreciate some direction on the basic steps so we don't make this worse. *PJ Martin Victoria*

Dear PJ: It is important for strata owners to understand that doors and windows that are on the exterior of the building which are common property are not "their" doors and windows. Because they are common property, it is the responsibility of the strata corporation to maintain and repair the doors and windows, which includes their eventual replacement. Many strata corporations have permitted owners to replace windows and doors and are now faced with the debate over whether replaced windows that do not require renewal in a major project should be eligible for some sort of credit. The replacement of common area windows by an owner is technically an alteration to common property which requires the written permission of the strata corporation, and the strata corporation may set out conditions that impose any future financial obligations for maintenance, repair or renewals. While the strata corporation may grant permission for the alteration, it is helpful to understand the implication of the decision.

The strata council should first review their bylaws to determine what is permitted and required by the alteration bylaw. If they grant permission, the strata council will want to convey the conditions of the alterations in writing to the strata lot owner, and control how the window system is being installed. This is often an alteration that goes badly when the windows are not reinstalled properly, causing resultant damages to other parts of the building exterior. The strata council will also at that time want to consider how any future financial costs would apply. Once the project to replace all windows is commenced, it becomes a common expense of the corporation which is paid for by everyone based on unit entitlement. Leaving a small number of renewed windows in place is a minimal part of the overall cost, and the strata will unlikely be able to match windows, obtain warranty on the altered windows, and if the windows have to be removed for any reason to maintain or renew the building envelope, it is unlikely the windows will be easily retrofit into the building or will not be damaged.

If the strata corporation has approved alterations to windows with the expectation that those owners may have some sort of credit for future renewals, that credit would have to still be approved by the owners of the strata by three quarter's vote, when they approve the window renewal project. The strata council does not have the authority to exempt owners from common expenses. This is a complicated resolution and the values and formulas for approval and accounting will require legal advice on the writing of the resolution. To avoid this complication, most strata corporations either do not permit window alterations, or they make it clear that any alterations are not exempt from future window renewals or building envelope repairs.

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