

LANDING POINT AGM MARCH 2, 2026:
SPECIAL RESOLUTION TO AMEND BYLAWS

BACKGROUND:

In 2025, a review of Whitehorse Condominium Association #124's (Lansing Point) Declaration and Bylaws identified a number of issues that needed to be addressed. The required changes centred on the definition of "private single-family residence" as identified in Section 11 of the Declaration, but not defined, the definition of "family" in Article 1 of the bylaws and the failure to address the issue of occupancy and exceptions in Article X of the bylaws

WHAT ARE THE PROBLEMS?

Several problems jump out immediately — legal, practical, and human-rights related. The current definition of family in Article I of the bylaws is unworkable under the Yukon's Human Rights Act and the Yukon Condominium Act, 2015, and would almost certainly expose a corporation to risk.

Further, the bylaws fail to address occupancy, the potential for overcrowding, and the resultant impact on the common property, thereby failing to ensure the quiet enjoyment of the property.

THE SOLUTION

Updating Article 1 and X of the bylaws ensures they are legally sound and enforceable.

1. "Single-family household" needed a modern, inclusive definition. The term "single-family" has changed dramatically over the years. Without a definition, it can be interpreted narrowly or inconsistently. By defining single-family residence as a "single-family household" in a clear, inclusive way, the amendment ensures:
 - blended families, multigenerational households, and diverse family structures are recognized
 - owners are treated fairly and consistently
 - enforcement is based on objective criteria, not assumptions
 - challenges under the Yukon's Human Rights Act are mitigated

This protects both the community and individual owners.

2. Clear occupancy rules protect Lansing Point's residential character. Owners value Lansing Point as a quiet, stable, residential community. Clear occupancy rules help maintain:
 - predictable density
 - reasonable parking and traffic levels
 - reduced wear on shared infrastructure
 - a safe and respectful environment

Ambiguity around occupancy is one of the most common sources of conflict in condominium communities. Defining it now prevents future problems.

In addition, clarifying the issue of occupancy formally recognises that Lansing Point was designed and permitted as a single-family residence with an occupancy load of 2 persons per bedroom.

3. The exceptions were essential to avoid unfair or unintended consequences. A strict definition without flexibility could create hardship for owners. The exceptions ensure the rule is practical,

compassionate, and aligned with real life. These exceptions prevent the bylaw from being rigid or punitive while still protecting the community from high-turnover or commercial use.

4. The amendments strengthen enforcement and reduce conflict. Before the amendments, the Board had no clear standard to apply. That meant:
 - enforcement could appear subjective
 - owners could argue that the rules were unclear
 - disputes were more likely

With the new definitions:

- owners know exactly what is permitted
- the Board can enforce rules fairly and transparently
- expectations are clear, reducing conflict and confusion

This is a major step toward predictable, consistent governance.

5. The update future-proofs Lansing Point. Whitehorse is growing, and household patterns are changing. By defining occupancy now—clearly and thoughtfully—we ensure Lansing Point remains:
 - legally compliant
 - adaptable to future needs
 - protected against unintended uses of units
 - aligned with the community's long-term vision

These amendments are about stability, clarity, and the protection and maintenance of the community that has come to be known as Lansing Point.

IN SUMMARY

Amending Article I & X was necessary to:

- modernize outdated language
- comply with the Condominium Act and the Yukon Human Rights Act
- protect Lansing Point's residential character
- ensure fair, consistent enforcement
- support owners through reasonable, real-life exceptions

It's a balanced, forward-looking update that strengthens our community while respecting the diverse ways people live.

SPECIAL RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

Article 1 of the Bylaws is amended by adding the following definitions:

“Occupant” ... “Occupant” means any individual who resides in a Unit, whether as an Owner, tenant, family member, house sitter, caregiver, or other person permitted under these Bylaws.

“Single-Family Household” ... means one or more individuals who live together in a Unit as a single housekeeping group, sharing living space, meals, and household responsibilities in a common domestic arrangement, regardless of the individuals’ relationships, marital status, family status, or other personal characteristics.

“House Sitter” ... means an individual temporarily occupying a Unit with the authorization of the Owner for the purpose of monitoring, maintaining, or caring for the Unit during the Owner’s temporary absence.

“Live-In Caregiver” ... means an individual who resides in the Unit for the purpose of providing ongoing personal care, medical support, or assistance to a member of the household.

“Guest” ... means an individual who is temporarily present in a Unit at the invitation of an Owner or Occupant, does not reside in the Unit, is not a legal occupant, and does not contribute to the household on an ongoing basis. A Guest remains under the responsibility of the hosting Owner or Occupant at all times.

“Tenant” ... means a person who occupies a unit under a lease, rental agreement, or other arrangement in which the owner grants them the right to occupy the unit in exchange for rent or other consideration.

“Home Office” ... means office functions carried out by a resident of the Unit. A Home Office must not: alter the residential character of the Unit or property, involve storage of materials or equipment beyond normal office use, include signage of any kind, involve in-person instruction or customer visits, create offensive noise, vibration, smoke, dust, odour, heat, glare, electrical, or radio disturbance

“Visitor” ... means an individual who is temporarily on the Common Elements or in a Unit at the invitation of an Owner or Occupant, and who does not reside in the Unit. A Visitor may remain on the property only for short-term, non-commercial purposes and is subject to all Bylaws, Rules, and policies of the Corporation.

Article X of the Bylaws is deleted in its entirety and replaced with the following:

ARTICLE X — UNIT OCCUPANCY

PERMITTED USE

1. Each Unit shall be used only as a residential dwelling.
2. Units must be occupied in a manner consistent with Single-Family Household living unless otherwise permitted under this Bylaw.
3. An Owner shall not lease their Unit unless the lease term is at least three months.
4. An Owner, Tenant, or household member may operate a Home Office provided it complies with the definition of Home Office.
5. Fines incurred by an Owner’s Tenants, their Guests, visitors, or anyone admitted by the Tenant to the common property are assigned to the Unit and are the responsibility of the Owner.

6. Each Owner shall indemnify the Corporation and all other Owners from claims for personal injury or property damage occurring in the Owner's Unit, except where caused by the negligence of another Owner or visitor and fully covered by insurance.
7. The Corporation is responsible for ensuring the quiet enjoyment, safety, and equitable use of the common property.

OCCUPANCY LIMITS

8. The maximum occupancy of a Unit is two persons per bedroom, as allowed under section 106(2)(b) of the Yukon Condominium Act, 2015.

OCCUPANT REGISTRATION

9. Any individual residing in the Unit who is not a Guest must be registered as a Legal Occupant or Tenant in accordance with these bylaws.
10. Every Owner must provide the Corporation, at all times, with the full legal names of all occupants, and their contact information, who reside in the Unit as part of the single-family household.
11. Occupant information is collected solely for purposes permitted under the Act, including: ensuring compliance with Bylaws and Rules; emergency response and safety; maintenance coordination; fulfilling statutory obligations.
12. The Corporation must maintain occupant information in accordance with applicable privacy legislation and may disclose it only as required by law or as necessary to administer the Corporation's duties.
13. Owners remain responsible for the conduct of all occupants of their Unit.
14. Failure to provide required occupant information constitutes a breach of the Bylaws and may result in enforcement action.

UNIT ACCESS KEYS

15. Each Owner must provide the Corporation with a working key or access device permitting entry to all locked areas of the Unit that may reasonably require access for emergency purposes or lawful entry after written notice.
16. The Corporation may enter a Unit without prior notice when it reasonably believes that: an emergency exists that threatens persons or property, or immediate entry is necessary to prevent significant damage.
17. The Corporation may enter a Unit after written notice to the Owner when entry is required to: perform maintenance, repair, or inspection permitted under the Act or Bylaws, investigate a potential bylaw or rule violation, carry out any other duty or right under the Act, Declaration, or Bylaws.
18. Owners must ensure that keys or access devices remain current and functional. Updated access must be provided within 7 days of any change.
19. The Corporation must store keys securely and may use them only for purposes permitted under this Bylaw or by law.
20. Failure to provide or maintain a working key constitutes a breach of the Bylaws. The Owner is responsible for any costs incurred due to the Corporation's inability to access the Unit when permitted or required.

OCCUPANCY EXEMPTIONS

SHORT-TERM GUESTS (NO REGISTRATION REQUIRED)

21. A Guest may stay in a Unit for up to 14 consecutive days or up to 30 days in total within any 12-month period without registration.

EXTENDED GUEST STAYS (REGISTRATION REQUIRED)

22. If a Guest's stay will exceed 14 consecutive days, the Owner must register the Guest with the Corporation before the threshold is exceeded. Registration must include the Guest's name, anticipated duration of stay, and confirmation that the Unit will continue to comply with all bylaws.
23. Stays exceeding 30 days in any 12-month period require Board approval.
24. Guests are exempt from the occupancy limit for the first 30 days in any 12-month period; after that, they count toward the occupancy limit unless exempted by the Board.
25. Guests must comply with all Bylaws and Rules.
26. The Board may refuse or revoke an extended guest exemption if the guest causes unreasonable interference with quiet enjoyment or safety.

LIVE-IN CAREGIVERS

26. An owner may request an occupancy exemption to permit a live-in caregiver who provides essential support to a resident of the unit. The exemption requires Board approval. The exemption ends when the caregiving needs end or when the supported resident no longer resides in the unit, and the owner must notify the Board when it is no longer required. A caregiver approved under this exemption does not acquire any independent right to occupy the unit.

HOUSE SITTERS

27. House Sitters may occupy a Unit for up to 30 days in a 12-month period unless otherwise approved by the Board.
28. The Owner must provide the sitter's name and contact information.
29. House Sitters count toward the occupancy limit.
30. House Sitters must comply with all Bylaws and Rules.

RENTALS

31. Rental agreements must be for a minimum term of three months.
32. All rental agreements must comply with Article X.
33. A Unit rented to a member of the Owner's family, as defined in Article 1, is not considered a rented Unit for the purpose of any bylaw limiting the number or percentage of rented Units.

RENTAL AGREEMENT IN CONTRAVENTION

34. If a rental agreement contravenes a bylaw, the Tenant is not in breach; however, if the contravention is not remedied within 90 days after notice from the Corporation, the Tenant may end the tenancy without penalty by giving written notice to the landlord.

LANDLORD NOTICE REQUIREMENTS

35. Before renting a Unit, the landlord must provide the prospective Tenant with: the Corporation's current Bylaws and Rules, the prescribed notice of Tenant responsibilities (Schedule C).
36. Within two weeks of renting the Unit, the landlord must provide the Corporation with a copy of the signed notice containing the Tenant's contact information.
37. If the landlord fails to comply with section 35, the Tenant remains bound by the Bylaws and Rules and may end the tenancy without penalty after 90 days' notice to the landlord if the failure is not remedied.

PROHIBITED OCCUPANCY AND USE

38. Occupying a two-bedroom Unit with more than four persons, except where a caregiver or approved guest exemption has been approved.
39. Allowing a guest to stay more than 30 days in a 12-month period without Board approval.
40. Allowing a house sitter to stay more than 30 days without Board approval.
41. Failing to notify the Corporation of a house sitter's name and contact information.

42. Using a Unit for: short-term rentals (Airbnb, VRBO, etc.), bed-and-breakfast operations rooming, boarding, or lodging houses, institutional or group-home-style occupancy, or any business activity that does not comply with the definition of Home-based business.
43. Occupancy by multiple separate housekeeping groups (e.g., subdividing the Unit into separate rental rooms).
44. Any occupancy that violates fire code, health standards, or creates unsafe or unsanitary conditions.
45. Installing partitions or temporary walls to increase sleeping capacity without Board approval.
46. Occupancy resulting in excessive noise, unreasonable traffic, parking congestion, improper waste disposal, or interference with quiet enjoyment.
47. Renting beds, rooms, or shared accommodations that are inconsistent with Single-Family Household use.

COST-SHARING AND NON-COMMERCIAL OCCUPANCY

48. A Unit must not be used for commercial accommodation, including rooming houses, boarding houses, or arrangements where individuals pay for sleeping accommodation separate from shared household life.
49. Members of a household may share the actual costs of maintaining the Unit, including mortgage interest, taxes, utilities, insurance, maintenance, and reasonable household expenses.
50. No Owner or Occupant may charge another household member more than their proportional share of actual costs. Occupancy arrangements must not be structured to generate profit or convert the Unit into a commercial enterprise.

COMPLIANCE AND ENFORCEMENT

51. The Corporation administers this Bylaw in a manner consistent with the Yukon Human Rights Act and the Condominium Act, 2015.
 52. The Board may request reasonable information to confirm the number of occupants only where there are reasonable grounds to believe the occupancy limit is being exceeded.
 53. If a Unit exceeds the occupancy limit without an exemption, the Corporation may take enforcement action permitted under the Act and Bylaws.
 54. The Corporation may request reasonable information if there are grounds to believe a Unit is being used for commercial accommodation.
-

3. Effective Date

These amendments take effect upon registration of this Special Resolution in accordance with the Condominium Act, 2015.

4. Certification

This Special Resolution is adopted when approved by more than 75% of the votes cast by Owners entitled to vote.