

# CITY OF KELOWNA

## BYLAW NO. 10632

### Amendment No. 11 to the City of Kelowna Building Bylaw No. 7245

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The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Building Bylaw No. 7245 be amended as follows:

1. THAT the preamble be deleted in its entirety and replaced with the following:

“WHEREAS the Community Charter allows Council , by bylaw, to regulate, prohibit and impose requirements in relation to building and other structures;

AND WHEREAS the Province of British Columbia has adopted a Building Code to govern standards in respect of the construction, alteration, repair and demolition of buildings and structures in municipalities;

AND WHEREAS the Province by enactment has authorized Council, for the health, safety, and protection of persons and property, to regulate the construction, alteration, repair, or demolition of buildings and structures by bylaw;

NOW THEREFORE the Council of the City of Kelowna, in open meeting assembled, enacts as follows:”

2. AND THAT PART 1 - INTERPRETATION, section 1.3, be amended by:

- a) deleting the definition for **Building Inspector** in its entirety and replacing it with the following:

“**Building Inspector**” means the Director of Development Services or designate.”

- b) Deleting the definition for “**Owner**” in its entirety and replacing it with the following:

“**Owner**” means, in respect of real property,

- a) The registered owner of an estate in fee simple,
- b) The tenant for life under a registered life estate,
- c) The registered holder of the last registered agreement for sale,
- d) The holder or occupier of land held in the manner referred to in section 228 [*taxation of Crown land used by others*] or section 229 [*taxation of municipal land used by others*], and
- e) An Indian who is an owner under the letters patent of the municipality incorporated under Section 12 [*incorporation of reserve residents as a village*] of the *Local Government Act*.

3. AND THAT PART 4 - BUILDING PERMITS, Section 4.1 **Requirements**, Sub-sections 4.1.1 (k) and (m) be deleted in their entirety;

4. AND THAT PART 4 - BUILDING PERMITS, Section 4.7 **Building Permit Fees and Other Charges** be amended by adding in new sub-sections 4.7.6 and 4.7.7 as follows:

“4.7.6 In every case where, due to non-compliance with the provisions of the **Building Code**, unsatisfactory workmanship or work not ready when inspection called for, more than two inspections are necessary, then each inspection after the second inspection, a fee as set out in Schedule A must be paid prior to any further inspections.

- 4.7.7 For inspections not specifically described in section 5.1.1 the owner shall first pay to the City the appropriate fee set out in Schedule A."
5. AND THAT PART 5 - INSPECTIONS, Section 5.1 **Inspection Schedule**, 5.1.1 be amended by:
- a) that sub-section (b) be deleted in its entirety and replaced with the following:  
"after reinforcing steel for Flat Insulating Concrete Form Foundation walls is placed but prior to placing concrete therein;"
  - b) that sub-section (g) be deleted in its entirety and replaced with the following:  
"after the **building** or any portion thereof is substantially complete and ready for occupancy, but before occupancy of any portion of the **building**;"
  - c) adding a new sub-section (h) as follows:  
"(h) when the Building Inspector is satisfied that all necessary work has been completed as show in documents submitted in support of the permit."
6. AND THAT PART 8 - CLIMATIC DATA, Section 8.1 be deleted in its entirety and replaced with the following:
- 8.1 Climatic data for the design of **building** in the City shall be:
- |                            |                          |
|----------------------------|--------------------------|
| Ground Snow load           | SS 1.8 kPa<br>SR 0.1 kPa |
| Depth of frost penetration | 600 mm                   |
- All other climatic data should be obtained from the current edition of the **Building Code**."
7. AND THAT PART 9 - BUILDING MOVE, be deleted in its entirety;
8. AND THAT PART 10 - DEMOLITION, Section 10.2 **Delayed Demolition**, Sub-Section 10.2.1 be deleted in its entirety and replace with the following :
- "Where an **owner** wishes to continue to use an existing dwelling as a residence while **constructing** another dwelling on the same parcel, the **owner** shall deposit with the City the sum of \$20,000.00 for each building or structure to be demolished. The deposit shall be provided in a form satisfactory to the Financial Services Director of the City. Prior to issuance of the **building permit**, the **owner** shall enter into an agreement with the City undertaking upon completion of the new dwelling to:
- (a) remove the existing dwelling; or
  - (b) convert the existing dwelling into a non-residential use to the satisfaction of the **Building Inspector**."
9. AND THAT SCHEDULE "A" - CITY OF KELOWNA BUILDING BYLAW NO. 7245 SCHEDULE OF PERMIT FEES be deleted in its entirety and replaced with a new SCHEDULE "A" - CITY OF KELOWNA BUILDING BYLAW NO. 7245 SCHEDULE OF PERMIT FEES as attached to and forming part of this bylaw;
10. AND THAT SCHEDULE "B" OWNER'S UNDERTAKINGS be deleted in its entirety;
11. AND THAT a new SCHEDULE "E" OWNER'S UNDERTAKINGS be added as attached to and forming part of this bylaw;

11. This bylaw may be cited as "Bylaw No. 10632, being Amendment No. 11 to City of Kelowna Building Bylaw No. 7245".
12. This bylaw shall come into full force and effect and be binding on all persons on January 1<sup>st</sup>, 2012.

Read a first, second and third time by the Municipal Council this 7<sup>th</sup> day of November, 2011.

Amended at third reading by the Municipal Council this 14<sup>th</sup> day of November, 2011.

Approved by the Minister this 22<sup>nd</sup> day of November, 2011.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

## SCHEDULE "A"

### CITY OF KELOWNA BUILDING BYLAW NO. 7245 SCHEDULE OF PERMIT FEES

<u>1. VALUE OF BUILDING CONSTRUCTION</u>	<u>FEES</u>
\$1.00 - \$10,000.00	\$175.00 non-refundable
\$10,001.00 - \$100,000.00	\$175.00 + \$9.55 per or portion thereof
\$100,001.00 - \$500,000.00	\$1034.50 + \$8.05 per \$1000.00 or portion thereof
\$500,001.00 + and up	\$4254.50 + \$7.20 per \$1000.00 or portion thereof
 <u>VALUATION SCHEDULE</u>	
Multiple dwellings, Commercial, Industrial, Institutional and all other categories:	
Contract price or the current edition of the Marshall Valuation Service may be used by the <b>Building Inspector</b> to determine the value of <b>construction</b> for the purpose of assessing permit fees.	
Where the submitted <b>value of building construction</b> is lower than the value determined by using the Marshall Valuation Service Publication, the <b>value of building construction</b> determined by the Marshall Valuation Service shall be used in calculating the building permit fees.	
<u>2. MOBILE HOMES</u>	\$175.00 + \$11.00 per \$1000.00 of <b>construction</b> value of the foundations, mountings, skirting and blockings.
<u>3. AWNINGS AND CANOPIES</u>	Based on value stated in (1) above.
<u>4. RETAINING WALLS</u>	Based on value stated in (1) above.
<u>5. DEMOLITION</u>	\$175.00 each building
<u>6. HEATING AND VENTILATING SYSTEMS</u>	
(a) Masonry/Metal Chimneys	Based on value stated in (1) above.
(b) Solid Fuel burning appliances including chimneys	\$175.00 each
(c) Canopies for commercial cooking appliances	\$175.00 each

- (d) Spray Booths Based on value stated in (1) above.
- (e) Fire extinguishing systems, over commercial cooking appliances and spray booths \$45.00 each

7. CONSTRUCTION COMMENCED PRIOR TO ISSUANCE OF PERMIT

If any **construction** for which **permit** is required by this by-law has commenced before a **permit** has been issued by the **Building Inspector**, the **Owner** of the real property on which the **construction** is being done, shall pay to the **City** double the value of the building construction fee based on the value stated in (1) above. To a maximum \$1000.00

8. RE-INSPECTION \$150.00

9. ADDITIONAL PLAN CHECKING FEES

If the initial plans submitted are not satisfactory or a change of design is proposed to the Building Official and revised plans are required, there may be an additional minimum fee of \$60.00 per hour or part thereof charged for all subsequent re-examination of such plans:

- (a) due to non-compliance with the provisions of the **Building Code** more than two plan checks are necessary; and
- (B) due to the submission of inaccurate heat loss calculations more than one plan check is necessary.

10. INSPECTIONS NOT SPECIFICALLY DESCRIBED IN SECTION 5.1.1 OF THIS BYLAW \$60.00

11. PERMIT TRANSFER OR ASSIGNMENT FEE \$150.00

12. PERMIT EXTENSION FEE \$100.00

14. **PERMIT FEE REDUCTION**

Where the City has stated in writing that it is relying on the Certification by a Professional Engineer or Architect, registered as such under Provincial Legislation, that the plans or the aspects of the plans, complied with the Building Code or other applicable enactment, the building permit fee shall be reduced by 5%.

15. **ALTERNATIVE SOLUTION FEE**

For examination of requests for alternatives to Building Code requirements, a fee of \$200.00 per alternative solution will be charged.

**SCHEDULE "E"**  
**OWNER'S UNDERTAKINGS**

- NOTE 1:** To be submitted prior to issuance of a **building permit**.  
**NOTE 2:** Only an original Schedule printed by the **City of Kelowna** or an unaltered photocopy of this Schedule is to be completed and submitted.

City of Kelowna  
1435 Water Street  
Kelowna, BC  
V1Y 1J4

Attention: Building & Permitting Branch Manager

Dear Sirs:

Re: Address  
**Building Permit Application No.**  
(the "Project")

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In consideration of the **City** accepting and processing the above application for a **building permit**, and as required by the **City's Building Bylaw No. 7245**, the following representations, warranties, and indemnities are given to the **City**.

1. That I am:
- the **Owner** of the above property; or
  - authorized by the **Owner** of the property described above to make this application

2. That I have authorized:

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Name (Print)

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Address (Print)

to make application for the above **permit** on my behalf.

3. That I will comply with or cause those whom I employ to comply with the **Building Code** and all bylaws of the **City** and other statutes and regulations in force in the **City** relating to the development, **work**, undertaking or permission in respect of which this application is made.
4. That I understand and acknowledge that I am fully responsible for carrying out the work, or having the work carried out, in accordance with the requirements of the **Building Code**, the **Building Bylaw** and all other bylaws of the **City**.
5. That I understand and acknowledge that neither the issuance of a **permit** under this bylaw, the review of plans and supporting documents, nor inspections made by the **Building Inspector** shall in any way constitute a representation, warranty or statement that the **Building Code**, the **Building Bylaw** or any other bylaw of the **City** has been complied with.
6. That I confirm that I have relied only on the said **Registered Professional** for the adequacy of the plans and supporting documents submitted with this application.

7. That I confirm that I have been advised in writing by the **City** that it relied exclusively on the Letter of Assurance of "Professional Design and Commitment for Field Review" prepared by \_\_\_\_\_ (insert name of **Registered Professional**) in reviewing the plans and supporting documents submitted with this application for a **building permit**.
8. That I understand that where used herein the words "**work**" or "**work** or undertaking in respect of which this application is made" includes all electrical, plumbing, mechanical, gas and other **works** necessary to complete the contemplated **construction**.
9. That I am authorized to give these representations, warranties, assurance and indemnities to the **City**.

Owner's Information:

Agent for Owner Information:

\_\_\_\_\_  
Name: (Print)

\_\_\_\_\_  
Name: (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address (Print)

\_\_\_\_\_  
Address (Print)

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Name: (Print)

\_\_\_\_\_  
Name: (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address (Print)

\_\_\_\_\_  
Address (Print)

\_\_\_\_\_  
Title (Print)

If Owner is company:

Party(ies) Signature(s)  
(FULL COMPANY NAME)  
by its authorized signatory(ies):

Witness Information

\_\_\_\_\_  
(full name of signatory)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(full name of signatory)

\_\_\_\_\_  
Address (Print)

\_\_\_\_\_  
Occupation (Print)

The above must be signed by the **Owner** or his appointed **Agent**. The signature must be witnessed. If the **Owner** is a company, the authorized signatory(ies) must sign.

Please note the following provisions from the **Building By-law**:

#### 1.4 **Duty of Care**

1.4.1 This bylaw does not create a duty of care in respect of the **City, Council** members, the **Building Inspector**, or employees or **Agents** of the **City** in respect of:

- (a) issuance of a **permit** under this bylaw;
- (b) review of the plans and supporting documents;
- (c) inspections made by the **Building Inspector** or failure to make such inspections; or
- (d) enforcement or failure to enforce the **building code** or the provisions of this bylaw.

#### 1.5 **Cause of Action**

1.5.1 Neither a failure to administer or enforce, nor incomplete or inadequate administration or enforcement of the **building code** or the provisions of the bylaw, nor any error, omission or other neglect in relation to the issuance of a **permit** under this bylaw, the review of the plans and supporting documents, or inspections made by the **Building Inspector** shall give rise to a cause of action in favour of any **Person**, including the **Owner**.

#### 1.6 **Warranty of Representation**

1.6.1 Neither the issuance of a **permit** under this bylaw, the review of the plans and supporting documents, nor inspections made by the **Building Inspector** shall in any way constitute a representation, warranty or statement that the **building code** or this bylaw has been complied with and no **Person** shall rely on any of the above listed matters as establishing compliance with the **building code** or this bylaw.

#### 1.7 **Owner's Responsibility**

1.7.1 It shall be the full responsibility of the **Owner** or his **Agent** to carry out the **work** or have the **work** carried out in substantial accordance with the requirements of the **building code**, this bylaw and the other bylaws of the **City** and neither the issuance of a **permit** under this bylaw, the review of plans and supporting documents, nor inspections made by the **Building Inspector** shall relieve the **Owner** or his **Agent** from this responsibility.