

occur. Specifically, the owners intend to make an investment into upgrading the home and seek assurance that it could be rebuilt with the same setbacks should something unforeseen happen.

The neighbourhood had seen little change in the land pattern from when it was established in the 1930 - 1940's. It is characterized by a pattern of small lot frontages where dwellings are constructed closer to the lot lines than current regulations allow. Within this neighborhood, it is not unusual for the existing housing stock to have non-conforming setbacks. The applicant has advised that the owners of the adjacent properties do not reside at these properties; therefore it is difficult to obtain a signature or letter of support.

4.2 Site Context

The subject property is located on the north side of Coronation Avenue in the north Kelowna sector of the City. The surrounding properties in all directions are zoned RU6 - Two Dwelling Housing.

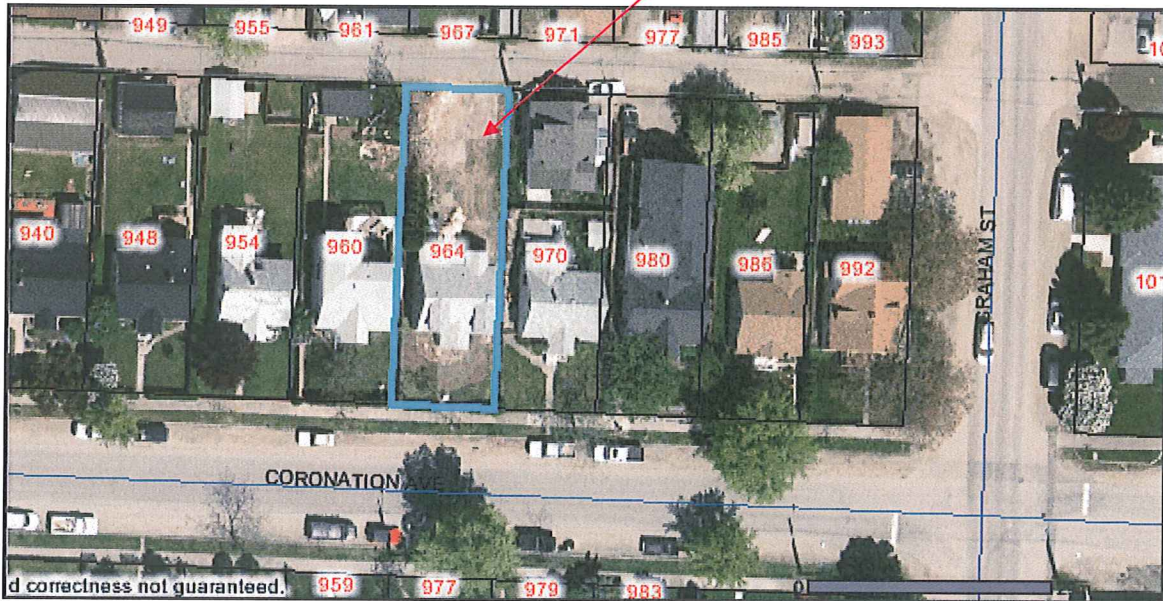
4.3 Zoning Analysis:

The proposed application meets the requirements of RU6 - Two Dwelling Housing zone as follows:

Zoning Analysis Table		
CRITERIA	PROPOSAL	RU6 ZONE REQUIREMENTS
Regulations		
Front Yard	7.1 m	4.5 m or 6.0 m to garage
Side Yard (w)	1.2 m ①	2.0 m (1 - 1½ storey)
Side Yard (e)	2.4 m	2.0 m (1 - 1½ storey)
Rear yard	15.8 m	6.0 m

① indicates a variance required to west side yard setback.

4.4 Subject Property Map: 964 Coronation Avenue



5.0 Technical Comments

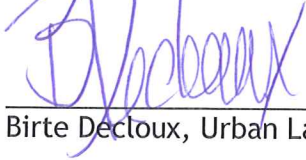
5.1 Building & Permitting Department
No Comments.

5.2 Development Engineering Department
This development variance permit application to vary the side yard setback from 2m to 1.2m does not compromise any municipal services.

6.0 Application Chronology

Date of Application Received: September 7, 2012

Report prepared by:



Birte Decloux, Urban Land Use Planner

Reviewed by:



Danielle Noble, Manager, Urban Land Use

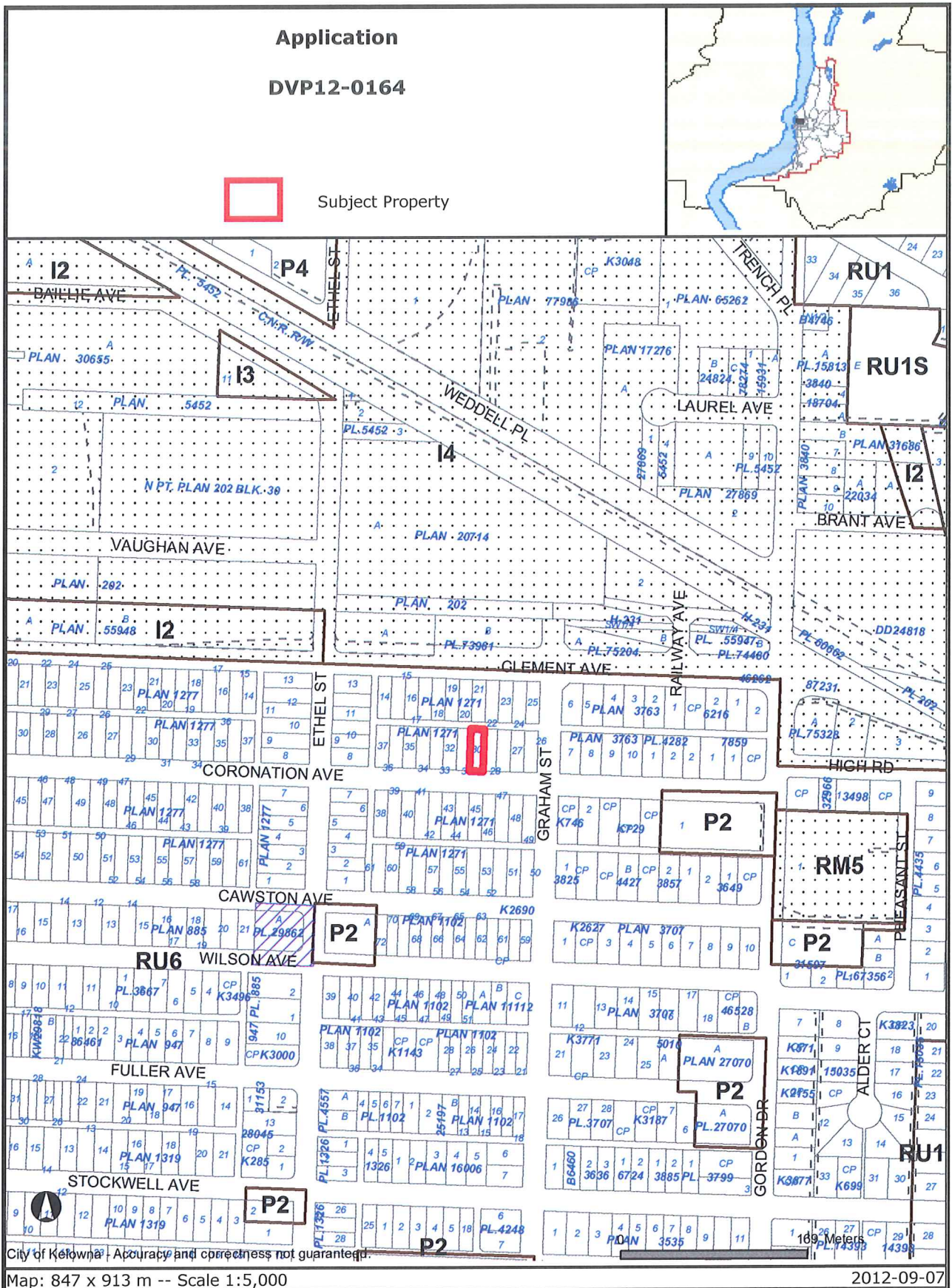
Approved for Inclusion:



Shelley Gambacort, Director, Land Use Management

Attachments:

Site Plan
Site Photo



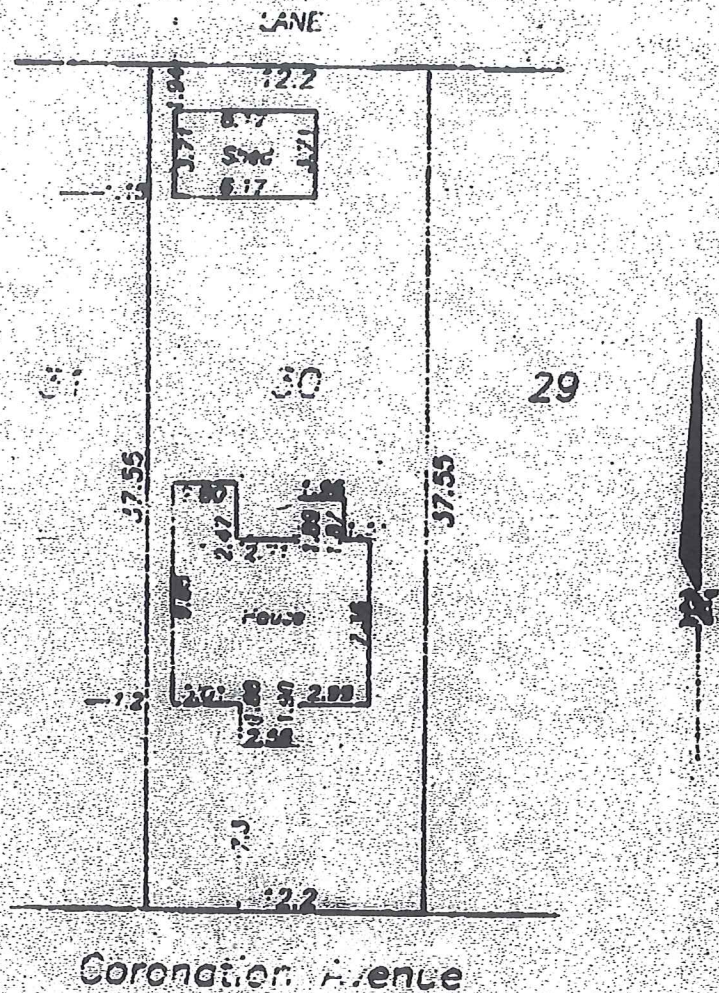
Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.

BUILDING LOCATION CERTIFICATE

This certificate is on the 29 th day of September 1989 a survey was performed under the supervision of the property described as follows:

964 - Coronation Avenue Lot 30, D.L. 139, Sec 30, Tp.26, R.01, Pl. 1271

The buildings depicted on the said property (a) wholly within the boundaries thereof, and (b) for encroachment or other purposes, accompanied by sketch thereon with acceptable tolerances the size of the building and property, and the location thereon. This sketch is not to be used for the establishment of property boundaries.



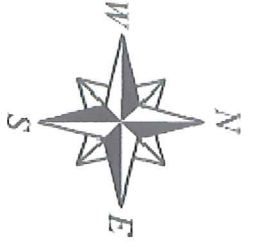
FRITSCH & ASSOCIATES

Legal & Engineering Survey Consultants

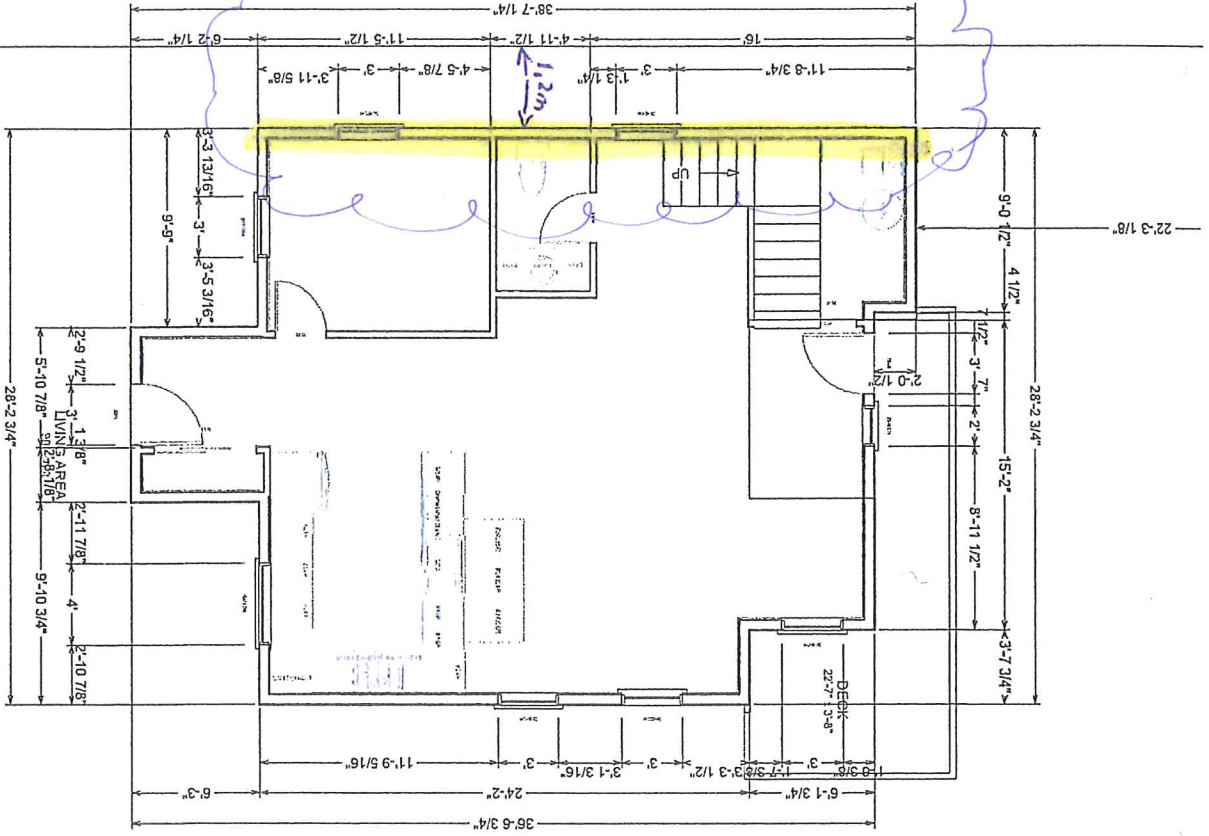
Consent of the Council of the City of Regina is hereby given for the publication of this certificate and the accompanying sketch thereon with acceptable tolerances the size of the building and property, and the location thereon. This sketch is not to be used for the establishment of property boundaries.

[Signature]
British Columbia Surveyor
The 29th of September 1989

05/10/1998 09:46



Area
of variance



MAIN FLOOR - HOUSE

SCHEDULE A
 This forms part of development
 Permit # DP12-8164



CITY OF KELOWNA

APPROVED ISSUANCE OF A:

Development Variance Permit No.: DVP12-0164

EXISTING ZONING DESIGNATION:	RU6 - Two Dwelling Housing
DEVELOPMENT VARIANCE:	To vary Section 13.1.6 (d) Development Regulations

ISSUED TO: Ondrej & Jennifer Par
LOCATION OF SUBJECT SITE: 964 Coronation Avenue

	LOT	SECTION	TOWNSHIP	DIV & DIST	PLAN
LEGAL DESCRIPTION:	30	30	26	ODYD	1271

SCOPE OF APPROVAL

- This Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.
- This Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this Permit, noted in the Terms and Conditions below.
- Applicants for Development and Development Variance Permit should be aware that the issuance of a Permit limits the applicant to be in strict compliance with regulations of the Zoning Bylaw or Subdivision Control Bylaw unless specific Variances have been authorized by the Permit. No implied Variances from bylaw provisions shall be granted by virtue of drawing notations which are inconsistent with bylaw provisions and which may not have been identified as required Variances by the applicant or City staff.

1. TERMS AND CONDITIONS:

- a) THAT a variance to the following section of Zoning Bylaw No. 8000 be granted:

Section 13.1.6(d) Development Regulations:

To vary the west side yard setback from 2.0m required to 1.2m proposed, as per schedule "A".

2. PERFORMANCE SECURITY:

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Permittee and be paid to the Permittee if the security is returned. The condition of the posting of the security is that should the Permittee fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use the security to carry out the work by its servants, agents or contractors, and any surplus shall be paid over to the Permittee, or should the Permittee carry out the development Permitted by

this Permit within the time set out above, the security shall be returned to the Permittee. There is filed accordingly:

- (a) Cash in the amount of \$ N/A .
- (b) A Certified Cheque in the amount of \$ N/A .
- (c) An Irrevocable Letter of Credit in the amount of \$ N/A .

Before any bond or security required under this Permit is reduced or released, the Developer will provide the City with a statutory declaration certifying that all labour, material, workers' compensation and other taxes and costs have been paid.

3. DEVELOPMENT:

The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit which shall form a part hereof.

If the Permittee does not commence the development Permitted by this Permit within one year of the date of this Permit, this Permit shall lapse.

This Permit is not transferrable unless specifically Permitted by the Municipality. The authorization to transfer the Permit shall, if deemed acceptable, be granted by Council resolution.

THIS Permit IS NOT A BUILDING Permit.

4. APPLICANT'S AGREEMENT:

I hereby declare that all the above statements and the information contained in the material submitted in support of this Permit are to the best of my belief, true and correct in all respects. Upon issuance of the Permit for me by the Municipality, then in such case, I covenant and agree to save harmless and effectually indemnify the Municipality against:

- (a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality granting to me the said Permit.
- (b) All costs, expenses, claims that may be incurred by the Municipality if the construction by me of engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

I further covenant and agree that should I be granted a Development Permit or Development Variance Permit, the Municipality may withhold the granting of any occupancy Permit for the occupancy and/or use of any building or part thereof constructed upon the hereinbefore referred to land until all of the engineering works or other works called for by the Permit have been completed to the satisfaction of the Municipal Engineer and the Director of Land Use Management.

Should there be any change in ownership or legal description of the property, I undertake to notify the Land Use Management Department immediately to avoid any unnecessary delay in processing the application.

this Permit within the time set out above, the security shall be returned to the Permittee. There is filed accordingly:

- (a) Cash in the amount of \$ N/A .
- (b) A Certified Cheque in the amount of \$ N/A .
- (c) An Irrevocable Letter of Credit in the amount of \$ N/A .

Before any bond or security required under this Permit is reduced or released, the Developer will provide the City with a statutory declaration certifying that all labour, material, workers' compensation and other taxes and costs have been paid.

3. DEVELOPMENT:

The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit which shall form a part hereof.

If the Permittee does not commence the development Permitted by this Permit within one year of the date of this Permit, this Permit shall lapse.

This Permit is not transferrable unless specifically Permitted by the Municipality. The authorization to transfer the Permit shall, if deemed acceptable, be granted by Council resolution.

THIS Permit IS NOT A BUILDING Permit.

4. APPLICANT'S AGREEMENT:

I hereby declare that all the above statements and the information contained in the material submitted in support of this Permit are to the best of my belief, true and correct in all respects. Upon issuance of the Permit for me by the Municipality, then in such case, I covenant and agree to save harmless and effectually indemnify the Municipality against:

- (a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality granting to me the said Permit.
- (b) All costs, expenses, claims that may be incurred by the Municipality if the construction by me of engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

I further covenant and agree that should I be granted a Development Permit or Development Variance Permit, the Municipality may withhold the granting of any occupancy Permit for the occupancy and/or use of any building or part thereof constructed upon the hereinbefore referred to land until all of the engineering works or other works called for by the Permit have been completed to the satisfaction of the Municipal Engineer and the Director of Land Use Management.

Should there be any change in ownership or legal description of the property, I undertake to notify the Land Use Management Department immediately to avoid any unnecessary delay in processing the application.