

SUMMARY:

The Building Bylaw sets out regulations regarding the construction, alteration, repair, or demolition of buildings and structures within the City of Kelowna. The bylaw sets out the information required to apply for a building permit, the permit fees and the conditions under which a building permit may not be required. The bylaw also outlines the powers and duties of the building inspectors and the issuance of occupancy permits.

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CITY OF KELOWNA

BYLAW NO. 7245 *REVISED: September 10, 2012*

CONSOLIDATED FOR CONVENIENCE TO INCLUDE
BYLAW NOS. 7381, 7633, 7687, 8032, 8164, 8213, 8279, 8306,
8808, 9011, 10632 and 10712

CITY OF KELOWNA BUILDING BYLAW

BL10632 replaced as follows:

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:

PART 1 - INTERPRETATION

Application

- 1.1 This bylaw applies to the geographical area of the City and to land, water, air space, buildings, and structures in the City.
- 1.2 This bylaw is enacted to set standards in the general public interest.

Definitions

- 1.3 In this bylaw,

"Agent" includes a person representing the owner by written consent;

BL7633 added the Definition "Architect":

"Architect" means a person registered or licensed under the Architects Act as a member of the Architectural Institute of British Columbia.

BL8306 replaced definition:

"Building" means any construction used or intended for supporting or sheltering any use or occupancy and includes a mobile home;

"**Building Code**" means the current edition of the British Columbia Building Code established by regulation under Section 692 of the Local Government Act;

BL10632 replaced definition:

"**Building Inspector**" means the Director of Development Services or designate;

BL7633 added the definition "Certified Professional" BL9011 deleted the definition of "Certified Professional"

"**City**" means the City of Kelowna;

"**Construct**" includes build, erect, install, repair, alter, add, enlarge, move, locate, relocate, reconstruct, demolish, remove, excavate, or shore;

"**Construction**" includes building, erection, installation, repair, alteration, addition, enlargement, moving, locating, relocating, reconstruction, demolition, removal, excavation, or shoring;

"**Council**" means the Council of the City of Kelowna;

BL7633 added the Definition "Engineer":

"**Engineer**" means a **person** registered or licensed as a Professional Engineer pursuant to the provisions of the Engineers' and Geoscientists' Act of British Columbia.

BL7633 added the Definition "Field Reviews":

"**Field Reviews**" means such reviews of the **work** at the project site and at fabrication locations, where applicable, as the **Architect** or **Engineer** in his/her professional discretion considers to be necessary in order to ascertain that the **work** substantially conforms in all material respect to the plans and supporting documents prepared by the **Architect** or **Engineer** and accepted by the **City** for the project. This includes keeping records of all site visits and any corrective actions taken as a result thereof.

BL8213 added the following definition:

"**Heritage Alteration Permit**" means a permit authorizing alterations or other actions in relation to protected heritage property or property within a heritage conservation area pursuant to Section 972 of the Local Government Act.

BL8306 added the Definitions "Mobile Home" and "Mobile Home Park":

"**Mobile Home**" means a transportable single family dwelling unit meeting minimum Canadian Standards Association Z-240 or A-277, or National Building Code Standards, suitable for long term occupancy, and designed to be transported on wheels;

"**Mobile Home Park**" means land use or occupied by any **person** for the purposes of providing spaces for the accommodation of two or more **mobile homes** and for imposing a charge or rental for the use of such space;

BL10632 replaced definition:

"**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*.

"Permit" means permission or authorization in writing by the **building inspector** under this bylaw to perform **work** regulated by this bylaw;

"Person" means a natural **person**, his heirs, executors, administrators, or assigns, a firm, corporation, municipal or quasi-municipal corporation, society or party, school board, hospital board or other government or government agency;

"Registered Professional" means:

- (a) a **person** who is registered or licensed to practice as an architect under the Architects Act, or
- (b) a **person** who is registered or licensed to practice as a professional engineer under the Engineers and Geoscientists Act.

"Retaining Wall" means a wall constructed of concrete, steel, wood, stone, masonry, brick, concrete block, or a combination thereof, designed so as to support, confine, retain, or keep in place earth material;

"Site" means a lot or lots upon which **buildings** and **structures** are constructed or placed or intended to be constructed or placed;

BL8306 replaced the Definition "Structure":

"Structure" means any **construction** fixed to, supported by, or sunk into land or water and, without limiting the generality of the foregoing, includes **retaining walls**, paving, signs, tanks, **swimming pools**, canopies, awnings and hoarding; and further includes sewage, water, drainage and highway facilities, other than off-street parking facilities, and providing and improving parkland that services, directly or indirectly, a development within the meaning of Section 932 of the *Local Government Act*.

"Swimming Pool" means a **structure** capable of being filled with water, used or intended to be used for swimming, bathing, wading or soaking having a surface area exceeding 14 m² or a depth of more than 600 mm;

BL7633 added the Definition "Value of Building Construction"

"Value of Building Construction" means the completed **building** value of all **construction** or **work** related to the **building** including finishes, roofing, electrical, plumbing, heating, air-conditioning, fire extinguishing systems, elevators and any other **building** service equipment and materials, the current monetary worth of all plans and specifications, labour and fees for design, testing, consulting, management, contractors' profit and overhead, and current monetary worth of all contributed labour and material and site works.

"Work" means the same as "Construct" as defined in this bylaw.

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 this 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 or 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 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.

1.8 Administrative Directions

1.8.1 Words defining the responsibilities and authority of the **Building Inspector** shall be construed to be internal administrative directions and not as creating a duty.

PART 2 - PROHIBITIONS

2.1 Conformity with Building Code and Bylaw

2.1.1 No **building** or **structure** shall be constructed, except in conformity with the requirements of the **building code**, this bylaw, and all other bylaws of the City.

2.1.2 Section 2.1(1) applies whether or not in any case it is expressly stated that the doing of, or failure to do the thing mentioned shall be unlawful.

2.2 General Prohibitions

2.2.1 No person shall:

(a) commence **construction** or continue to **construct** a **building** or **structure** without first obtaining a **permit** for that purpose from the **Building Inspector**;

(b) unless authorized by the **Building Inspector**, reverse, alter, deface, cover, remove, or in any way tamper with a **stop work** order notice, certificate, card, or notice posted on or affixed to a **building** or **structure** pursuant to the provisions of this bylaw;

- (c) do any **work** at variance with the description, plans, and supporting documents for the **building, structure, or work** for which a **permit** has been issued, unless the **Building Inspector** has authorized the change;
- (d) interfere with or obstruct the entry of the **Building Inspector** onto land or premises as authorized by the provisions of this bylaw;
- (e) erase, alter, or modify plans and supporting documents after the same have been reviewed by the **Building Inspector**, or plans and supporting documents which have been filed for reference with the **Building Inspector** after the **permit** has been issued;
- (f) submit false or misleading information in relation to a **permit** or an application for a **permit** under this bylaw;
- (g) repair a **building or structure** damaged by fire, decay, storm, or otherwise to an extent greater than 75% of its assessed value as of the date of damage above its foundation, unless in every respect the entire **building or structure** is made to comply with the **building code** subject to the provisions of this bylaw;
- (h) occupy or use a **building** or portion thereof after **construction** of that **building** or portion thereof without first obtaining an **Occupancy Permit**;
- (i) occupy or use a **building** or portion thereof following a change in class of occupancy of a **building** or portion thereof without first obtaining an **Occupancy Permit**;
- (j) continue to do any **work** upon a **building or structure** or any portion thereof after the **Building Inspector** has ordered cessation of **work** thereon;
- (k) **construct** on a **site** unless the civic address is conspicuously posted on the front of the premises or on a sign post so it may be easily read from the public highway from which it takes its address;
- (l) change in class of occupancy of a **building** or a portion thereof without first applying for and obtaining a **building permit** under this bylaw.

PART 3 - THE BUILDING INSPECTOR

3.1 Administration of Bylaw

3.1.1 The **Building Inspector** may:

- (a) keep records of applications received, **permits** and orders issued, inspections and tests made, and retain copies of all papers and documents connected with the administration of this bylaw; and
- (b) establish whether any method or type of **construction** or material used in the **construction** of any **building** conforms with the requirements and provisions of the **building code**.

BL7633 deleted sub-section 3.1.2 in its entirety.

3.2 Refusal to Issue Permit

3.2.1 The **Building Inspector** may refuse to issue a **permit** where in his opinion the proposed **construction** will contravene the requirements of the **building code** or the provisions of this or any other bylaw of the **City**.

3.3 Correction Orders

3.3.1 The **Building Inspector** may order the correction of any **work** which contravenes the **building code** or the provisions of this or any other bylaw of the **City**.

3.4 Revocation of Permit

3.4.1 The **Building Inspector** may revoke a **permit** where, in his opinion, the results of tests on materials, devices, **construction** methods, structural assemblies, or foundation conditions contravene the **building code** or the provisions of this bylaw or both, or where all **permits** required under this bylaw have not been obtained.

3.5 Conformity to Building Code

3.5.1 The **Building Inspector** may establish or require the **owner** to establish whether a method or type of **construction** or material used in the **construction** of a **building** or **structure** complies with the requirements of the **building code**.

3.6 Right of Entry

3.6.1 The **Building Inspector** is authorized to enter on property at any time in order to ascertain whether the requirements of this bylaw are being met.

PART 4 - BUILDING PERMITS

4.1 Requirements

BL10632 and BL10712 amended the following:

4.1.1 It is the duty of the **owner** to make application for and to obtain a **building permit** prior to commencement of the following **work**:

- (a) **construction of buildings and structures;**
- (b) **repair and alterations of buildings and structures;**
- (c) **additions to buildings and structures;**
- (d) **construction of accessory buildings greater than 10.0 m² in building area;**
- (e) **demolition of buildings and structures;**
- (f) **moving of buildings and structures;**
- (g) **placement of buildings and structures;**
- (h) **construction of retaining walls greater than 1.2 m in height;**
- (i) **construction of swimming pools;**
- (j) **construction of parking lots;**
- (k) **[deleted]**
- (l) **installation of building canopies, marquees, and awnings;**
- (m) **[deleted]**

- (n) installation of solid fuel burning appliances;
- (o) installation of extinguishing equipment over cooking appliances; and
- (p) installation of canopies over cooking appliances;
- (q) addition of a secondary suite within a single family dwelling

or prior to a change in class of occupancy of a **building** or part thereof.

4.2 Exception

4.2.1 No **construction** shall commence or continue unless a **building permit** for the **construction** has been issued by the **Building Inspector**, except **construction** of a temporary on-site **construction building** or **structure** for a project being **constructed** under valid permits.

4.3 Separate Application for Each Building and Each Tenant

4.3.1 Subject to Sections 4.1 and 4.4 construction of every **building**, **structure**, or tenant space shall be the subject of a separate **building permit** application and **building permit** and shall be assessed a separate **building permit** fee based on Schedule "A".

4.4 Permit Application

4.4.1 An application for a permit filed with the **Building Inspector** shall:

- (a) be made in the form prescribed by the **Building Inspector**;
- (b) be signed by the **owner**;
- (c) state the intended use or uses of the **building** or part thereof;
- (d) state the true value of the proposed **work**;
- (e) when required by the **Building Inspector**, include a minimum of two (2) complete sets of plans (three (3) complete sets if Development Permit is issued by the Planning and Development Services Department) drawn to scale, and supporting documents of the **building** or **structure** or part thereof to be **constructed**, and shall indicate the nature and extent of the **work** or proposed **construction** in sufficient detail to establish that, when completed, the **work** and the proposed **construction** complies with the **building code** and this and every other applicable **City** bylaw; and
- (f) contain any other information necessary to satisfy the **Building Inspector** that the proposed **building** or **structure** complies with the requirements of the **building code** and this and every other applicable **City** bylaw.

4.5 Application Expiration

4.5.1 Subject to Section 4.6, a **building permit** application shall expire within six (6) months of application date if the **building permit** has not been issued.

4.6 Extension of Application

4.6.1 Where the **building permit** has not been issued, the **permit** application may be extended for a period not greater than six (6) months from the date of expiry of the original **building permit** application, provided:

- (a) the extension request is made in writing within fifteen (15) days of **permit** application expiration; and
- (b) any **City** fees and cost charges which have increased since the original **building permit** application have been paid.

BL8306 replaced the following:

4.7 Building Permit Fees and Other Charges

BL8306 amended the following:

- 4.7.1 Before receiving a **building permit** for a **building** or **structure**, the **owner** shall first pay to the **City** the appropriate **building permit** fee set out in Schedule A and any other applicable charges including development cost charges as specified in the "Kelowna Development Cost Charge Bylaw No. 7728".
- 4.7.2 No fee or part of a fee paid to the **City** shall be refunded if a start has been made on **construction** of the **building** or **structure**.
- 4.7.3 A **building permit** fee may be partially refunded as set out in Schedule "A" when the **owner** has submitted a written request for a refund, the **Building Inspector** has certified a start has not been made on the **construction** of the **building** or **structure** and the **permit** has not expired.
- 4.7.4 A **building permit** fee is not refundable after the permit has been extended under Section 4.11.
- 4.7.5 Where an issued **building permit** is active and the **owner** proposes a modification to the **building** design whereby the value of **construction** does not increase or the value of **construction** decreases, the **owner** shall first pay to the **City** a **building permit** fee based on the plan checker's hourly rate set out in Sentence 13 of Schedule "A".

BL10632 added the following:

- 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.

BL10632 added the following:

- 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."

BL10712 added the following:

- 4.7.8 Fee for a secondary suite within a single family dwelling shall be set out in SCHEDULE "A" - SCHEDULE OF PERMIT FEES.

4.8 Issuance of Permit

- 4.8.1 If the **Building Inspector** is satisfied that the **building** or **structure** which is the subject of a **building permit** application will comply with the **building code**, the provisions of this and every applicable **City** bylaw, a **building permit** shall be issued to the **owner**.
- 4.8.2 The **Building Inspector** may refuse to issue a **permit** when the **owner** has been notified of a violation of this bylaw with regard to the **construction** of another **building** for which a **permit** has been issued to him and the violation has not been remedied.
- 4.8.3 The **Building Inspector** may issue a **building permit** for the **construction** of a part of a **building** or **structure** before the plans and supporting documents for the whole **building** or **structure** have been submitted or reviewed provided that the necessary information and detailed statements pertaining to the **building** or **structure** have been filed conforming with the requirements of this bylaw.
- 4.8.4 Notwithstanding the issuance of a **permit** referred to in Section 4.8.3, the requirements of this bylaw apply to the remainder of the **building** as if the **permit** had not been issued.

BL8213 added the following:

4.8.5 Notwithstanding the provisions of this section, should a **Heritage Alteration Permit** be required for the **work** that is the subject of the **building permit** application, the issuance of the **building permit** may be withheld pending issuance of the required **Heritage Alteration Permit**.

4.9 Conditions of a Building Permit

4.9.1 After issuance of the **building permit**, the **owner** shall post a sign on the **construction site**, visible from the road, clearly identifying the civic address and legal description of the site.

4.9.2 The **owner** shall keep a copy of the reviewed plans and supporting documents on the **site** for which the **building permit** has been issued.

4.9.3 A **building permit** or an application for a **building permit** that is in process shall not be transferred or assigned until the **owner** has notified the **Building Inspector** in writing, the **Building Inspector** has authorized the transfer or assignment, and the **owner** has paid the fee required under Schedule "A". The transfer or assignment of a **building permit** does not constitute an extension of a **building permit**.

4.9.4 The review of plans and supporting documents and issuance of a **building permit** shall not prevent the **Building Inspector** from thereafter requiring the correction of errors in the said plans and supporting documents, or from prohibiting **building construction** or occupancy being carried on when in violation of the **building code** or of this or another **City bylaw**.

4.9.5 Any **owner** of property for which a **permit** has been issued shall be responsible for keeping the **site** in a clean and tidy condition and shall be required to provide containers for waste material.

4.9.6 (a) Any **owner** of property for which a **permit** is issued shall be responsible for the cost of repair and/or clean up of any damage to **City works** or property that occurs as a result of the **work** covered by the **permit**, and for the purpose of this clause:

(i) "**City property**" includes all road allowances, land and easements, with all **works**, utilities, structures, and appurtenances therein and thereon; and

(ii) "**Damage**" includes, but is not limited to, the placement, dropping or deposit of any dirt, debris, materials, objects or substances upon **City property**.

(b) It shall be the responsibility of the **owner** to observe the conditions of all **City properties** adjacent to and surrounding the **building site** and report any existing damage to the **Building Inspector** prior to commencing **work**. Any damage observed by the **Building Inspector** during the **construction** process or as part of the final inspection of the **building** will be assumed to have resulted from the subject **building construction** and therefore the **owner's** responsibility to resolve unless reported as outlined above.

- (c) In the event that the **owner** does not repair and/or clean up the damage to City Property within the time limit set by the **Building Inspector**, the **City**, by its workmen or others may repair and/or clean up the damage at the expense of the **owner**. The **owner** shall, within thirty (30) days of invoice from the **City**, pay the costs of the repair and/or clean up and, if the said costs are unpaid on the thirty-first day of December in the year that the repair and/or clean up takes place, the same shall be added to and form a part of the taxes payable in respect to the building site concerned as taxes in arrears.

4.9.7 The exterior finish shall be completed within one year from the date of start of **construction** for one- and two-family residential **buildings** and residential accessory **buildings**, and within two years from the date of start of construction for all other **buildings**.

4.10 Permit Expiration

4.10.1 Subject to Section 4.11, a **building permit** shall expire such that it is invalid and of no force and effect when, to the knowledge of the **Building Inspector**, **construction** pursuant to the **permit** has not commenced within six (6) months of the date of issuance.

4.10.2 A **building permit** shall expire when **construction** is discontinued or suspended for a period of more than one year from the date of the last inspection by the **Building Inspector**.

4.11 Extension of Permit

4.11.1 Where **construction** has not commenced, the **building permit** may be extended for a period not greater than six (6) months from the date of expiry of the original **building permit**, provided:

- (a) application for extension is made in writing within fifteen (15) days of **permit** expiration;
- (b) a non-refundable fee set out in Schedule "A" has been paid; and
- (c) any **City** fees and cost charges which have increased since the original **permit** was issued have been paid.

4.12 Permit Revocation

4.12.1 The **Building Inspector** may revoke a **building permit** where there is a violation of:

- (a) a condition under which the **permit** was issued; or
- (b) a requirement of the **building code** or of this or another bylaw of the **City**.

4.13 Changes By Permit Holder

4.13.1 No **construction** which is at variance with the plans and supporting documents for a **building** or **structure** for which a **building permit** has been issued shall take place, unless the change has been reviewed and authorized by the **Building Inspector**.

4.14 Requirements for Registered Professional

- 4.14.1 Notwithstanding any other provision of the **building code** or this bylaw, whenever the **Building Inspector** determines that site conditions, size, or complexity of **construction** or aspects of **construction** warrant specialized technical knowledge, it may be required as a condition of issuance of any **permit** that plans and supporting documents, or any part thereof, be undertaken, signed, and sealed by and **construction** carried out under field review of a **Registered Professional**.
- 4.14.2 The **Building Inspector** may require that an application for a **permit** for a **retaining wall** greater than 1.2 m in height be accompanied by plans and supporting documents designed, signed, and sealed by a **Registered Professional**.
- 4.14.3 Where the **owner** submits Letters of Assurance as required by the **building code** or this bylaw, the **owner** shall submit a Letter of Assurance in the form of Schedule "D" the **Registered Professional's** certificate of insurance confirming that the **Registered Professional** possesses insurance which includes errors and omissions and the particulars of such coverage.

4.15 Release from Liability

- 4.15.1 Notwithstanding the other provisions in this bylaw, the **Building Inspector** may require as a condition of the issuance of a **building permit** that the **owner** execute and submit to the **City** a release in the form set out in Schedule B.

BL7633 added Section 4.16 and BL9011 deleted Section 4.16

PART 5 - INSPECTIONS

5.1 Inspection Schedule

- 5.1.1 The **owner** shall give at least twenty-four (24) hours notice to the **Building Inspector** in order to obtain his inspection at each of the following stages of **construction**:
- (a) after the forms for footings are complete, but prior to placing of concrete therein;
- BL10632 amended the following:
- (b) after reinforcing steel for Flat Insulating Concrete Form Foundation walls is placed but prior to placing concrete therein;
 - (c) after removal of form **work** from concrete foundation wall and the installation of foundation drains, dampproofing, and drain rock, but prior to backfilling of foundations;
 - (d) after the installation of underslab polyethylene and granular fill but prior to the pouring of concrete slabs;
 - (e) when framing and sheathing of the **building** are complete, including all exterior doors, windows, roof membrane, fire-stopping, bracing, chimney, duct work, rough plumbing, gas venting, rough wiring, but before any insulation, lath or other interior or exterior finish is applied which would conceal such **work**;
 - (f) when insulation and vapour barriers have been installed but prior to interior finish;

BL10632 amended the following:

(g) after the **building** or any portion thereof is substantially complete and ready for occupancy, but before occupancy of any portion of the **building**; and

BL10632 added the following:

(h) when the Building Inspector is satisfied that all necessary work has been completed as show in documents submitted in support of the permit.

5.1.2 The **owner** shall make all required corrections and shall not undertake further **construction** until authorized to do so by the **Building Inspector**.

5.1.3 Where a **Registered Professional** is engaged by the **owner** for the inspection of **construction** of the **building** or **structure** and where the prior approval of the **Building Inspector** has been obtained, sealed certificates of compliance with the reviewed plans and the **Building Code** submitted by the **Registered Professional**, may be accepted in lieu of inspections made by the **Building Inspector**.

5.2 Occupancy Permit

5.2.1 The **owner** shall obtain an Occupancy Permit from the **Building Inspector** prior to:

- (a) occupancy of a **building** or part thereof after **construction** of that **building** or part thereof; or
- (b) change in class of occupancy of any **building** or part thereof.

5.2.2 The occupancy **permit** may be withheld until the entire **building** or part thereof complies with this and all applicable bylaws of the **City**, all applicable laws of the Province, and any regulations made pursuant thereto, including all provisions of the **Building Code**.

5.3 Provisional Occupancy Permit

5.3.1 Upon the written request of the **owner** of a **building** for which a **building permit** has been issued, the **Building Inspector** may issue a provisional occupancy **permit** with a fixed expiry date where such provisional occupancy will not jeopardize the health or safety of the occupants of the **building** and where the exterior finishes have been substantially completed.

5.3.2 The **owner** shall complete the **building** and obtain an occupancy **permit** prior to the expiry date of the provisional occupancy **permit**.

5.4 Stop Work Order

5.4.1 The **Building Inspector** may direct the immediate suspension or correction of all or a portion of the **construction** on a **building** or **structure** by attaching a stop work order notice on the premises whenever it is found that the **work** is not being performed in accordance with the requirements of the **building code** or of this or any bylaw of the **City**.

5.4.2 The **owner** shall, within 48 hours of the posting of a notice under Section 5.4.1, secure the **construction** and the lands and premises surrounding the **construction** in compliance with the safety requirements of every statute, regulation or order of the Province or of a provincial agency.

- 5.4.3 Subject to Section 5.4.2, no **work** other than the required remedial measures shall be carried out on the parcel affected by the notice referred to in Section 5.4.1 until the stop **work** order notice has been removed by the **Building Inspector**.
- 5.4.4 The notice referred to in Section 5.4.1 shall remain posted on the premises until that which is contrary to the regulations has been remedied to the satisfaction of the **Building Inspector**.

PART 6 - FOUNDATIONS AND SLABS-ON-GROUND

6.1 Residential Carport and Garage Floor Slab Levels

- 6.1.1 Carports or garages attached to residential **buildings** shall not be **constructed** with their floor level below the adjacent curb of a **City** street or crown of pavement of a **City** street, unless:
 - (a) as authorized by the Director of Works and Utilities, the drainage of the driveway serving the carport or garage is connected by gravity to the **City** storm sewer;
 - (b) the run-off water from the driveway may flow through or past the carport without accumulating and/or entering into the residence; or
 - (c) the drainage of the driveway serving the carport or garage is designed by a **Registered Professional** where a storm sewer connection is not available.

6.2 Lowest Floor Level Height Above Ground Water

- 6.2.1 When required by the **Building Inspector**, the **owner** shall provide a test hole for each project which shall show the depth of ground water.
- 6.2.2 Unless the floor slabs and foundation walls are waterproofed as per the requirements in the **building code**, all floor slabs and crawl space ground covers shall be placed a minimum of 600 mm above the established high ground water table level.

BL8808 replaced subsection 6.3:

6.3 Survey Certificates

- 6.3.1 Except as exempted in subsection 6.3.3, the **owner**, after the foundation of a **building** has been placed and prior to constructing any portion of the **building** on the foundation, shall submit a Survey Certificate to the **Building Inspector** certifying:
 - (a) the location of all exterior foundation walls and columns with reference to the nearest property lines;
 - (b) the location of all easements, right-of-ways and restrictive covenant lines; and
 - (c) the geodetic elevation of the top of the finished concrete foundation wall or in the case of a **building** constructed on a concrete slab, the geodetic elevation of the top of the concrete slab. This geodetic elevation is not required for **buildings** in Agricultural Zones.

- 6.3.2 The Survey Certificate shall be prepared by a British Columbia Land Surveyor or other person(s) as permitted by the Land Surveyors Act.
- 6.3.3 Survey Certificates are not required for:
- (a) Single storey detached accessory **buildings** less than 55 square metres in building area; and
 - (b) **Buildings** constructed in Agricultural Zones with setbacks 2 metres or greater than the required setback of the City of Kelowna Zoning Bylaw No. 8000 as amended or replaced from time to time.

PART 7 - TEMPORARY BUILDINGS AND STRUCTURES

7.1 Issuance of Permit

- 7.1.1 Subject to the bylaws of the City, the **Building Inspector** may issue a **building permit** for the erection or placement of a temporary **building** or **structure** if:
- (a) the **permit** is for a period not exceeding twelve (12) months; and
 - (b) the **building** or **structure** is connected to municipal utility services as required by the **Building Inspector**.

7.2 Permit Application

- 7.2.1 The application for a **building permit** for the erection or placement of a temporary **building** or **structure** shall be in writing, signed by the **owner**, and accompanied by:
- (a) plans showing the location of the proposed temporary **building** or **structure** and **construction** details thereof;
 - (b) a statement by the **owner** indicating the intended use and duration of the use, and
 - (c) a security deposit in cash or certified cheque in the sum of \$1,000.00 so as to guarantee that the **building** or **structure** will be removed entirely from the **site** and the **site** left in a safe, tidy, and sanitary condition.

7.3 Security Deposit

- 7.3.1 The security deposit, as required in Section 7.2, will be held by the **City** until the **building** or **structure** is removed and the **site** left in a safe, tidy, and sanitary condition, as determined by the **Building Inspector**.
- 7.3.2 If, upon the expiration of the temporary **building permit**, the **owner** fails to remove the **building** or **structure** and leave the **site** in a safe, tidy, sanitary condition, the **City** may do so at the **owner's** expense and may deduct the costs of so doing from the security deposit.

- 7.3.3 If the security deposit is insufficient to cover the costs of removing the **building** or **structure** and tidying the site to the satisfaction of the **Building Inspector**, the **owner** shall, within thirty (30) days of invoice from the **City**, pay the balance of the costs over the amount of the security deposit and, if the said costs are unpaid on the thirty-first day of December in the year in which the removal of the **building** or **structure** takes place, the same shall be added to and form a part of the taxes payable in respect of the site concerned as taxes in arrears.

PART 8 - CLIMATIC DATA

BL10632 replaced the following:

- 8.1 Climatic data for the design of **building** in the City shall be:

Ground Snow load	SS 1.8 kPa SR 0.1 kPa
------------------	--------------------------

Depth of frost penetration	600 mm
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All other climatic data should be obtained from the current edition of the **Building Code**.

BL10632 deleted PART 9 - BUILDING MOVE in its entirety

PART 10 - DEMOLITION

10.1 Security Deposit

- 10.1.1 Before the issuance of a **permit** for the removal or demolition of a **building** or **structure** comprising more than 65 m² in ground floor area or 15 m in height, the **owner** shall deposit with the **City** the sum of \$1,000.00 for each **building** or **structure** to be removed or demolished. The deposit shall be provided in a form satisfactory to the Treasurer of the **City**. The deposit shall be held by the **City** until all **construction** material and debris, including concrete foundations and septic tanks, are removed from the **site** and all services have been disconnected at the property line, and the **site** left in a clean and tidy condition to the satisfaction of the **Building Inspector**. The **site** shall be left in a clean and tidy condition within ninety (90) days from the commencement of the demolition or removal of any **building** or **structure**. If the **owner** fails to leave the **site** in a clean and tidy condition to the satisfaction of the **Building Inspector** within the aforesaid ninety (90) days the **City**, by its workmen or others, may enter, clean and tidy the site at the expense of the **owner** and the costs for so doing shall be deducted from the deposit. If the deposit is insufficient to cover the costs of cleaning and tidying the **site** to the satisfaction of the **Building Inspector**, the **owner** shall, within thirty (30) days of invoice from the **City**, pay the balance of the costs over the amount of the deposit. If the said costs are unpaid on the thirty-first day of December in the year in which the cleaning and tidying takes place the same shall be added to and form a part of the taxes payable in respect to the said **site** concerned as taxes in arrears.

10.2 Delayed Demolition

BL10632 replaced the following:

10.2.1 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**.

PART 11 - PRIVATE SWIMMING POOLS

11.1 Permits

11.1.1 No **person** shall construct a **swimming pool** on any lot without first obtaining a **building permit** to do so.

11.2 Drawings

11.2.1 Every application for **construction** of a **swimming pool** shall be accompanied by a plan showing:

- (a) the location of the proposed pool in relation to all existing **buildings** on the premises and the property boundaries;
- (b) the location of the accessory **building** housing the pool equipment in relation to all existing **buildings** on the premises and the property boundaries;
- (c) the type of **construction**;
- (d) the water supply and proposed method of drainage; and
- (e) the proposed method of fencing.

11.3 Fencing

11.3.1 The **owner** or occupier of lands on which a **swimming pool** is to be **constructed** shall provide fencing or equivalent barrier from grade of not less than one point zero seven metres (1.07 m) in height, with any openings through or under said fence or barrier to be of a size as to prevent the passage of a spherical object having a diameter of ten centimetres (10 cm). The fence or barrier shall be designed so that no member, attachment or opening located between ten centimetres (10 cm) and ninety centimetres (90 cm) above grade will facilitate climbing. Access to the pool, other than through a dwelling unit, shall be equipped with a self-closing gate or door designed to return to a locked position when not in use and secured by a spring lock located on the pool side of the fence at least ninety centimetres (90 cm) above grade.

- 11.3.2 Pools one point zero seven metres (1.07 m) or more above surrounding ground shall only be required to enclose the ladder or other access points to the pool by a fence conforming to the requirements of Section 11.3.1 of this bylaw.
- 11.3.3 Chain link fencing may be used for a pool enclosure provided the openings do not exceed five centimetres (5 cm).
- 11.3.4 The **owner** or occupier of any property on which the **swimming pool** is situated shall maintain the required fence and gate in good repair at all times.

BL8279 replaced sub-section 11.3.5 with the following:

- 11.3.5 Fences or barriers for **swimming pools** are not required on properties zoned Agricultural or Rural Residential, as established by the "City of Kelowna Zoning Bylaw, No. 8000", where the pool is located forty-five metres (45 m) or more from the nearest property line.

11.4 Piping

- 11.4.1 All piping shall be installed to an acceptable standard for piping and fittings.
- 11.4.2 Where piping of fixtures drain to interceptors that are connected to a sewage system, such interceptors and water piping for filling pools with potable water shall be plumbed to a standard equal to the Province of British Columbia Plumbing Code for house plumbing.

11.5 Filling

- 11.5.1 No pool shall be filled until all requirements of Section 11.3.1 of this Bylaw have been met.

11.6 Draining

- 11.6.1 Prior to draining or backwashing of a pool, approval must be obtained from the City Public Operations Department when water will be discharged on City streets or public property.

PART 12 - CANOPIES AND MARQUEES

12.1 Regulations

- 12.1.1 Any canopy or marquee projecting over public property shall:
 - (a) be designed by a **Registered Professional**;
 - (b) be supported entirely from the **structure** to which it is attached;
 - (c) be capable of bearing a live load of not less than one point nine kilopascals (1.9 kPa);
 - (d) consist of non-combustible or protected combustible material;
 - (e) not project over a lane or a roadway where a sidewalk or curb does not exist;
 - (f) be not less than two point five metres (2.5 m) above the sidewalk;
 - (g) be not less than one metre (1 m) from the curb line of the sidewalk;and

- (h) not interfere with standpipes, fire escapes, traffic lights, traffic signs, traffic, utilities or City works.

12.2 Indemnification Agreement

- 12.2.1 Every **owner** of a canopy which is installed or erected over public property shall enter into an agreement with the **City** in the form set out in Schedule C to this bylaw to indemnify against and save the **City** harmless from any and all liability resulting from injury to **persons** or damage to property which results from the presence, collapse, or failure of the canopy.

PART 13 - AWNINGS

13.1 Regulations

- 13.1.1 Any awning projecting over public property shall:
 - (a) have the support structure designed by a **Registered Professional**;
 - (b) be **constructed** on a metal frame supported entirely from the structure to which it is attached;
 - (c) be not less than two point two metres (2.2 m) above the sidewalk if located greater than one point five metres (1.5 m) from the curb line of the sidewalk or not less than two point five metres (2.5 m) above the sidewalk if located less than one point five metres (1.5 m) from the curb line of the sidewalk;
 - (d) be not less than one metre (1 m) from the curb line of the sidewalk;
 - (e) not project over a lane or a roadway where a sidewalk or curb does not exist; and
 - (f) not interfere with standpipes, fire escapes, traffic lights, traffic signs, traffic, utilities or **City works**.

13.2 Indemnification Agreement

- 13.2.1 Every **owner** of a awning which is installed or erected over public property shall enter into an agreement with the **City** in the form set out in Schedule C to this bylaw to indemnify against and save the **City** harmless from any and all liability resulting from injury to **persons** or damage to property which results from the presence, collapse, or failure of the awning.

PART 14 - VIOLATIONS

14.1 Violations

- 14.1.1 Every **person** who violates or causes or allows to be violated a requirement of this bylaw shall be guilty of an offence and of a separate offence each day the violation is caused or allowed to continue.

BL7381 replaced Section 14.2.1:

14.2 Penalty

- 14.2.1 Every **person** guilty of an offence against this bylaw shall be liable under summary conviction to a penalty not to exceed \$2,000.00 for each offence in addition to the costs of the prosecution."

PART 15 - MISCELLANEOUS

15.1 Severability

- 15.1.1 If a section, subsection, paragraph, subparagraph, or phrase of this bylaw is for any reason declared invalid by a Court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this bylaw.

BL8213 added the following section and re-numbered the subsequent sections:

15.2 Enactments

- 15.2.1 Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended revised, consolidated or replaced from time to time, and any bylaw referred to herein is a reference to an enactment of the Council of the City of Kelowna, as amended, revised, consolidated or replaced from time to time."

15.3 Repeal

- 15.3.1 The following bylaws are hereby repealed:

"City of Kelowna Building Bylaw No. 5082, 1982."

"Bylaw No. 5998-86, Being Amendment No. 1 to City of Kelowna Building Bylaw No. 5082, 1982."

"Bylaw No. 7204, Being Amendment No. 2 to City of Kelowna Building Bylaw No. 5082, 1982."

15.4 Schedules

- 15.4.1 Schedules A to D are attached hereto and form part of this bylaw.

15.5 Citation

- 15.5.1 This bylaw may be cited for all purposes as "Building Bylaw, 1993, No. 7245."

15.6 Effective Date

- 15.6.1 The effective date of this bylaw shall be December 1, 1993.

Read a first time by the Municipal Council this 4th day of October, 1993.

Read a second time by the Municipal Council this 4th day of October, 1993.

Read a third time by the Municipal Council this 4th day of October, 1993.

Reconsidered, finally passed and adopted by the Municipal Council of the City of Kelowna this 12th day of October, 1993.

"J.H. Stuart"

Mayor

"D.L. Shipclark"

City Clerk

BL7633 ,BL7687, BL8032, BL8164, BL10632 and BL10712 amended Schedule "A":

SCHEDULE "A"

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

1.	<u>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 \$1000.00 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 Building Inspector to determine the value of construction for the purpose of assessing permit fees. Where the submitted value of building construction is lower than the value determined by using the Marshal Valuation Service Publication, the value of building construction determined by the Marshall Valuation Service shall be used in calculating the building permit fees.	
2.	<u>MOBILE HOMES</u>	\$175.00 + \$11.00 per \$1000.00 of construction value of the foundations, mountings, skirting and blockings.
3.	<u>AWNINGS AND CANOPIES</u>	Based on value stated in (1) above.
4.	<u>RETAINING WALLS</u>	Based on value stated in (1) above.
5.	<u>DEMOLITION</u>	\$175.00 each building

6. HEATING AND VENTILATING SYSTEMS

- | | | |
|-----|--|-------------------------------------|
| (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. |

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
- 13. 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%.

- 14. ALTERNATIVE SOLUTION FEE
For examination of requests for alternatives to **Building Code** requirements, a fee of \$200.00 per alternative solution will be charged.

- 15. PERMIT FEE REFUND
Where work has not commenced in the specified time as stated in Part 4.7.3 of this bylaw, the permit fee less the greater of \$175.00 or 25% of the permit fee may be refunded on presentation of the original receipt to the **Building Inspector**.

- 16. SECONDARY SUITE FEE
Secondary suites within a single family dwelling shall be charged a flat fee of \$510.00.

BL10632 deleted SCHEDULE "B" - OWNER'S UNDERTAKINGS in its entirety.

SCHEDULE "C"

INDEMNIFICATION AGREEMENT

WHEREAS _____ has applied to the City of Kelowna for a permit to install or erect a canopy or awning over public property pursuant to Bylaw No. 7245,

I hereby agree to release, indemnify and save harmless the City, its Council members, employees and Agents from and against all claims, liability, judgements, costs and expenses of every kind, including negligence which I, Persons employed by me or any other Person, partnership or corporation or our respective heirs, successors, administrators or assigns may have or incur in consequence of or incidental to:

- (a) the issuance of this building permit;
- (b) the review of the plans and supporting documents prepared by _____ (insert name of Registered Professional, if applicable);
- (c) inspections made by the Building Inspector or failure to make such inspections;
- (d) the enforcement or failure to enforce the current edition of the Building code or the Building Bylaw;

and I agree that the City owes me no duty of care in respect of these matters whether or not an officer or employee of the City, including a Registered Professional, has knowledge of the professional design or field review.

Owner's Name (Print)

Signature

Address (Print)

SCHEDULE "D"

**CONFIRMATION OF INSURANCE COVERAGE
BY REGISTERED PROFESSIONAL**

- NOTE 1:** This letter shall be submitted along with letters of assurance required by the **Building Code** or this bylaw before issuance of a **building permit**. A separate letter shall be submitted for each **Registered Professional**.
- 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, B.C. V1Y 1J4

Attention: Inspection Services Manager

Dear Sir:

Re: Address of Project (Print)
Legal Description of Project (Print)

The undersigned hereby gives assurance that:

- (a) I have fulfilled my obligation for insurance coverage as outlined in the **City of Kelowna Building Bylaw, 1993, No. 7245.**
- (b) I have enclosed a copy of my certificate of insurance coverage indicating the particulars of such coverage,
- (c) I am a **Registered Professional** as defined in the **City of Kelowna Building Bylaw, 1993, No. 7245,** and
- (d) I will notify the **Building Inspector** in writing immediately if the undersigned's insurance coverage is reduced or terminated at any time during **construction.**

Name (print)

Signed

Date

Address (print)

Phone

(Affix professional seal here)

(If the Registered Professional is a member of a firm, complete the following:)

I am a member of this firm:

Name of Firm (print)

Address (print)

City

I sign this letter on behalf of the firm.

Note: 1. The City of Kelowna Building Bylaw, 1993, No. 7245 defines a Registered Professional to mean:

- (a) a Person who is registered or licensed to practise as an architect under the Architects Act, or
- (b) a Person who is registered or licensed to practise as a professional engineer under the Engineers and Geoscientists Act.

BL7633 added Schedules CP1, CP2, CP3 and CP4 and BL9011 deleted Schedules CP1, CP2, CP3 and CP4

BL10632 added SCHEDULE "E" - OWNER'S UNDERTAKINGS

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")

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:

Name (Print)

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)

(full name of signatory)

Signature

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.