

Section 1.10. Addressing Buildings and Parcels of Land

(Refer to Book I (General) of this Bylaw.)

BUILDING BY-LAW 2019 – CITY OF VANCOUVER

SCHEDULE E-1

Building Permit No. _____

(for Building Official's use)

Forming Part of Sentence 1.6.2.2.(1), Division C of the
Building By-law

OWNER'S UNDERTAKING

Notes:

- i) This letter must be submitted with the application for a *building permit*.
- ii) In this letter the words in italics have the same meaning as in the Building By-law.

To: The *Chief Building Official*Re: _____
Name of Project (Print)_____
Address of Property (Print)

In consideration of the *City* accepting and processing an application for a *building permit* for the *project* identified above, and as required by the Building By-law, the following representations, warranties and indemnities are given to the *City* by the *owner*.

1. [If an individual is the owner]

() I am the *owner* of the above property.

or

[If a corporation is the owner]

() _____ is the *owner* of the above property.

(Name of Corporation)

2. The *owner* will comply with and cause those employed for this project to comply with all applicable by-laws 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 letter is submitted.
3. The *owner* fully understands the requirements herein, and acknowledges responsibility for carrying out the work, or gives assurance that the work will be carried out, in accordance with all by-laws governing the *construction* of the *building*. The *owner* understands and acknowledges that the issuance of any *permit*, including an *occupancy permit*, or the inspection or approval or passage of work by the *City*, is not a representation or warranty that any by-law has been complied with and the *owner* remains responsible at all times for compliance. The *owner* has read and understands Article 1.4.1.5. of Division C Book I and Article 1.3.2.1. of Division C Book II of the Building By-law, which are set out below.
4. The *owner* hereby agrees to indemnify and save harmless the *City* and its employees from all claims, liability, judgments, costs and expenses of every kind including negligence which may result from the failure to comply fully with all by-laws, statutes and regulations relating to any work or undertaking in respect of which this letter is submitted.
5. Where the words "work" or "undertaking" are used herein, the *owner* understands this to include all trade work, including but not limited to: electrical, plumbing, mechanical, gas and other works necessary to complete the contemplated *construction*.
6. I am authorized to give these representations, warranties, assurances and indemnities to the *City*.

BUILDING BY-LAW 2019 – CITY OF VANCOUVER

Schedule E– 1 Continued

Building Permit No. _____
(for Building Official's use)

[Where the owner is an individual]

Signed, sealed and delivered in the presence of:

Owner's Signature

Witness Signature

Owner's Name (Print)

Witness's Name (Print)

Date

Date

Phone No. and Email address

Witness's address

[Where the owner is a corporation]

Signed, sealed and delivered in the presence of:

Name of Corporation

Witness Signature

Per: Authorized Signatory

Witness's Name (Print)

Name (Print)

Witness's address

Date

Date

Phone No. and Email address

Referenced Articles *below*

Building By-law, Division C, Article 1.3.2.1 Intent

- 1) This By-Law sets standards in the general public interest. It is enacted and retained on the understanding and specifically expressed condition that it creates no duty whatsoever on the *City*, the *Chief Building Official* or any employee of the *City* to enforce its provisions, and on the further condition that a failure to administer or enforce its provisions, or the incomplete or inadequate administration or enforcement of its provisions, shall not give rise to a cause of action in favour of any person whatsoever. The issuance of any *permit*, including an *occupancy permit*, is not a representation, warranty or statement that this By-Law or any other enactment has been complied with, and the issuance thereof in error shall not give rise to a cause of action. Accordingly, words in this By-law defining the responsibilities and authority of the *Chief Building Official* shall be construed as internal administrative directions which do not create a duty.

Building By-law, Division C, Article 1.4.1.5. Compliance with By-law and other enactments

- 1) The *owner* shall comply with this By-law and all other applicable enactments.
- 2) The *owner* shall ensure that all work, *construction*, or *occupancy* is carried out in accordance with this By-law and all other applicable enactments.
- 3) The *owner* shall ensure that the *occupancy* of a *building* or part of a *building* complies with the *occupancy permit*.
- 4) The issuance of a *permit*, the acceptance of plans and supporting documents submitted for a *permit*, or the making of inspections by the *Chief Building Official* shall not relieve the *owner* of a *building* from the full responsibility for carrying out the work or having the work carried out in accordance with this By-law and all other applicable enactments.
- 5) The *owner* shall ensure that all underground storage tanks on the subject property that are intended for the storage of heating oil but have not been used for over 2 years are removed and any associated contamination is remediated to the applicable standards as prescribed in the Contaminated Sites Regulation. All work must be completed in accordance with the requirements of the Vancouver Fire By-law.

BUILDING BY-LAW 2019 – CITY OF VANCOUVER

SCHEDULE E-2

Forming Part of Sentence 1.6.2.2.(1), Division C of the
Building By-lawBuilding Permit No. _____
(for Building Official's use)**OWNER'S AND TENANT'S UNDERTAKING**
[to be used when a tenant is carrying out the project]**Notes:**

- i) This letter must be submitted with the application for a *building permit*.
- ii) In this letter the words in italics have the same meaning as in the Building By-law.

To: The *Chief Building Official*Re: _____
Name of Project (Print)_____
Address of Property (Print)

In consideration of the *City* accepting and processing an application for a *building permit* for the *project* identified above, and as required by the Building By-law, the following representations, warranties and indemnities are given to the *City* by the *owner* and by the tenant.

1. [If an individual is the owner]

 I am the *owner* of the above property.

or

[If a corporation is the owner]

 _____ is the *owner* of the above property.

(Name of Corporation)

[If an individual is the tenant]

 I am the tenant of the above property.

or

[If a corporation is the tenant]

 _____ is the tenant of the above property.

(Name of Corporation)

2. The *owner* and the tenant will comply with and cause those employed for this *project* to comply with all applicable By-laws 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 letter is submitted.

3. The *owner* and the tenant fully understands the requirements herein, and acknowledges responsibility for carrying out the work, or gives assurance that the work will be carried out, in accordance with all by-laws governing the *construction* of the *building*. The *owner* understands and acknowledges that the issuance of any *permit*, including an *occupancy permit*, or the inspection or approval or passage of work by the *City*, is not a representation or warranty that any By-law has been complied with and the *owner* remains responsible at all times for compliance. The *owner* has read and understands Article 1.3.2.1. and Article 1.4.1.5. of Division C Book I and Book II of the Building By-law, which are set out below.

BUILDING BY-LAW 2019 – CITY OF VANCOUVER

Schedule E– 2 Continued

Building Permit No. _____
(for Building Official's use)

Project address _____

- 4. The *owner* and the tenant hereby agree to indemnify and save harmless the *City* and its employees from all claims, liability, judgments, costs and expenses of every kind including negligence which may result from the failure to comply fully with all By-laws, statutes and regulations relating to any work or undertaking in respect of which this letter is submitted.
- 5. Where the words "work" or "undertaking" are used herein, the *owner* and the tenant understand this to include all trade work, including but not limited to: electrical, plumbing, mechanical, gas and other works necessary to complete the contemplated *construction*.
- 6. The *owner* and the tenant are authorized to give these representations, warranties, assurances and indemnities to the *City*.

Owner's signature

[Where the owner is an individual]

Signed, sealed and delivered in the presence of:

Owner's Signature

Witness Signature

Owner's Name (Print)

Witness's Name (Print)

Date

Date

Phone No. and Email address

Witness's address

[Where the owner is a corporation]

Signed, sealed and delivered in the presence of:

Name of Corporation

Witness Signature

Per: Authorized Signatory

Witness's Name (Print)

Name (Print)

Witness's address

Date

Date

Phone No. and Email address

BUILDING BY-LAW 2019 – CITY OF VANCOUVER

Schedule E– 2 *Continued*Building Permit No. _____
(for Building Official's use)

Project address _____

Tenant's Signature**[Where the tenant is an individual]**

Signed, sealed and delivered in the presence of:

Tenant's Signature_____
Witness Signature_____
Tenant's Name (Print)_____
Witness's Name (Print)_____
Date_____
Date_____
Phone No. and Email address_____
Witness's address**[Where the tenant is a corporation]**

Signed, sealed and delivered in the presence of:

Name of Corporation_____
Witness Signature_____
Per: Authorized Signatory_____
Witness's Name (Print)_____
Name (Print)_____
Witness's address_____
Date_____
Date**Referenced Articles** *below***Building By-law, Division C, Article 1.3.2.1 Intent**

- 1) This By-Law sets standards in the general public interest. It is enacted and retained on the understanding and specifically expressed condition that it creates no duty whatsoever on the *City*, the *Chief Building Official* or any employee of the *City* to enforce its provisions, and on the further condition that a failure to administer or enforce its provisions, or the incomplete or inadequate administration or enforcement of its provisions, shall not give rise to a cause of action in favour of any person whatsoever. The issuance of any *permit*, including an *occupancy permit*, is not a representation, warranty or statement that this By-Law or any other enactment has been complied with, and the issuance thereof in error shall not give rise to a cause of action. Accordingly, words in this By-law defining the responsibilities and authority of the *Chief Building Official* shall be construed as internal administrative directions which do not create a duty.

Building By-law, Division C, Article 1.4.1.5. Compliance with By-law and other enactments

- 1) The *owner* shall comply with this By-law and all other applicable enactments.
- 2) The *owner* shall ensure that all work, *construction*, or *occupancy* is carried out in accordance with this By-law and all other applicable enactments.
- 3) The *owner* shall ensure that the *occupancy* of a *building* or part of a *building* complies with the *occupancy permit*.
- 4) The issuance of a *permit*, the acceptance of plans and supporting documents submitted for a *permit*, or the making of inspections by the *Chief Building Official* shall not relieve the *owner* of a *building* from the full responsibility for carrying out the work or having the work carried out in accordance with this By-law and all other applicable enactments.
- 5) The *owner* shall ensure that all underground storage tanks on the subject property that are intended for the storage of heating oil but have not been used for over 2 years are removed and any associated contamination is remediated to the applicable standards as prescribed in the Contaminated Sites Regulation. All work must be completed in accordance with the requirements of the Vancouver Fire By-law.

Schedule of Fees

PART A – BUILDING

1. The fees hereinafter specified shall be paid to the City with respect to and upon the application for the issue of a PERMIT as follows:
 - (a) Except as provided for in Clause (b) for the CONSTRUCTION of any BUILDING, or part thereof:
 - When the estimated cost of the work, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C of this By-law, does not exceed \$5,000 or for the first \$5,000 of the estimated cost of the work **\$176.00**
 - For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$5,000 but does not exceed \$50,000 **\$11.20**
 - For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$50,000 **\$5.70**
 - (b) For the installation, CONSTRUCTION, re- construction, ALTERATION or repair of, or ADDITION to:
 - (i) any CHIMNEY, FIREPLACE, INCINERATOR, VENTILATING SYSTEM, AIR-CONDITIONING SYSTEM, or HEATING SYSTEM, the fee shall be in accordance with Clause (a), except that a fee shall not be charged when the cost of such work is less than \$500
 - (ii) any PHOTOVOLTAIC PANELS, and related roof ALTERATION or repair **\$111.00**
 - (c) For an OCCUPANCY PERMIT not required by this By-law but requested **\$254.00**
 - (d) For the demolition of a BUILDING, not including a ONE-FAMILY DWELLING, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3:
 - For each DWELLING UNIT **\$1,280.00**
 - For each sleeping room in a multiple conversion dwelling, hotel or other BUILDING, which is or has been a principal dwelling or residence of a person, family or household **\$1,280.00**
 - (e) For the demolition of a ONE-FAMILY DWELLING, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3 **\$1,280.00**
 - (f) For the repair of building envelope pursuant to requirements of Book I, Division B, Part 5 for any residential building..... **Nil**
2. The fees hereinafter specified shall be paid to the City as follows:
 - (a) For a required permit inspection for compliance with this By-Law which cannot be carried out during normal working hours and where there is a request to carry out the inspection after hours, the fee to be based on the time actually spent in making such inspection, at a minimum inspection time of four (4) hours, including traveling time:
 - For each hour or part thereof..... **\$347.00**
 - (b) For a plan review where an applicant requests in writing that the review be carried out during overtime:
 - For each hour or part thereof..... **\$347.00**
 - (c) For each special inspection of a BUILDING or structure to determine compliance with this By-law, and in respect of which no specific fee is otherwise prescribed, the fee to be based on the time actually spent in making the inspection:
 - For each hour or part thereof..... **\$229.00**
 - (d) For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected..... **\$229.00**

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- (e) For each inspection of a drainage tile system:
 For a one- or two-family residence..... **\$236.00**
 For all other drain tile inspections:
 When the estimated cost of the CONSTRUCTION of the BUILDING, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C does not exceed \$500,000.... **\$461.00**
 When the estimated cost of the work exceeds \$500,000 but does not exceed \$1,000,000 **\$922.00**
 When the estimated cost of the work exceeds \$1,000,000 **\$1,160.00**
- (f) For the special search of records pertaining to a BUILDING to advise on the status of outstanding orders and other matters concerning the BUILDING:
 For a residential *building* containing not more than 2 principal *dwelling units* **\$295.00**
 For all other BUILDINGS **\$592.00**
- (g) To access plans (electronic or on microfilm) or documents for viewing or copying **\$50.30**
- (h) For each microfilm image or electronic file copied..... **\$13.90**
- (i) For a request to renumber a BUILDING **\$1,090.00**
- (j) For the extension of a BUILDING PERMIT where requested in writing by an applicant pursuant to Article 1.6.7.2. of Book I, Division C and Book II, Division C **50 % of the original BUILDING PERMIT fee to a maximum of \$423.00**
- (k) For the extension of a building permit by Council where requested in writing by an applicant pursuant to Article 1.6.7.4. of Book I, Division C and Book II, Division C..... **\$2,770.00**
- (l) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of revisions to an application or a permit in accordance with Article 1.5.2.13. and Section 1.6.6. of Book I, Division C and Book II, Division C:
 Where the PERMIT relates to a ONE-FAMILY DWELLING or a SECONDARY SUITE..... **\$229.00**
 plus for each hour, or part thereof, exceeding one hour..... **\$229.00**
 Where the PERMIT relates to any other BUILDING **\$694.00**
 plus for each hour, or part thereof, exceeding one hour..... **\$347.00**
- (m) For each RE-OCCUPANCY PERMIT after rectification of an UNSAFE CONDITION and related By-law violations **\$422.00**
- (n) For review of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of an alternative solution for new construction under Article 2.3.2.1. of Book 1, Division C for each application **\$970.00**
- (o) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of existing conditions, for each application..... **\$554.00**
- (p) For review by the alternative solution review panel..... **\$3,110.00**
- (q) For the evaluation of a resubmission or revised submission made under Clauses (n) or (o) of this Section 2 **\$347.00**
3. Upon written application of the payor and on the advice of the Acting General Manager of Community Services, the Director of Finance shall refund to the payor, or a designate of the payor, the fees paid pursuant to Clauses (d) and (e) of Section 1:
- (a) for all demolished dwelling units in a building that will be replaced by a social housing or co-operative development that has received a Project Commitment Letter from the British Columbia Housing Management Commission or the Canada Mortgage and Housing Corporation; and
- (b) for each demolished dwelling unit that has been replaced by a dwelling unit occupied by rental tenants and not created pursuant to the Strata Property Act.

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PART B - PLUMBING

Every applicant for a Plumbing PERMIT shall, at the time of application, pay to the City the fees set out hereunder:

1. INSTALLATIONS

For the Installation of:

One, two or three FIXTURES.....	\$229.00
Each additional FIXTURE.....	\$72.00

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Note: For the purpose of this schedule the following shall also be considered as FIXTURES:

- Every “Y” intended for future connection;
- Every ROOF DRAIN, swimming pool, dishwasher, and interceptor;
- Every vacuum breaker in a lawn sprinkler system; and
- Every back-flow preventer

Alteration of Plumbing (no FIXTURES involved):

For each 30 m of piping or part thereof.....	\$336.00
For each 30 m of piping or part thereof, exceeding the first 30 m	\$93.60
Connection of the City water supply to any hydraulic equipment	\$127.00

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2. INSPECTIONS OF FIRELINE SYSTEMS:

Hydrant & Sprinkler System:

First two inspections for each 30 m of water supply pipe or part thereof.....	\$336.00
Each additional inspection for each 30 m of water supply pipe or part thereof.....	\$139.00

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Sprinklers:

First head, one- or two-family dwelling.....	\$383.00
First head, all other buildings.....	\$815.00
First head, renovations to existing sprinkler systems.....	\$237.00
Each additional head, all buildings (no limit on number)	\$4.20

Firelines:

Hose Cabinets	\$44.30
Hose Outlets	\$44.30
Wet & Dry Standpipes	\$44.30
Standpipes	\$44.30
Dual Check Valve In-flow Through Devices	\$44.30
Backflow Preventer	\$229.00

Wet & Dry Line Outlets:

Each connection	\$44.30
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NOTE: A Siamese connection shall be considered as two dry line outlets.

Each Fire Pump	\$358.00
Each Fire Hydrant	\$110.00

3. REINSPECTIONS

For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$229.00
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4. SPECIAL INSPECTIONS

Each inspection to establish fitness of any existing fixture for each hour or part thereof.....	\$229.00
An inspection outside normal working hours and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof	\$347.00

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5. BUILDING SEWER INSPECTIONS

First two inspections for each 30 m of BUILDING SEWER or part thereof.....	\$336.00
Each additional inspection for each 30 m of BUILDING SEWER or part thereof.....	\$139.00

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PART C – OPERATING PERMITS

Every applicant for an OPERATING PERMIT shall, at the time of application for a new OPERATING PERMIT or renewal of an OPERATING PERMIT, pay to the City the fee set out hereunder:

For each OPERATING PERMIT relating to equipment or systems in a BUILDING\$175.00