



PEACE RIVER REGIONAL DISTRICT

BUILDING BY-LAW NO. 1189, 1999

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PEACE RIVER REGIONAL DISTRICT
By-law No. 1189, 1999

The Building By-law of the
Peace River Regional District

WHEREAS the Municipal Act authorizes the Province to adopt a building code;

AND WHEREAS the Province has adopted the BC Building Code to govern standards for the construction and demolition of buildings in municipalities and regional districts in British Columbia;

AND WHEREAS the Regional Board of the Peace River Regional District wishes to provide for the administration of the building code and to provide a building permit and inspection service;

NOW THEREFORE the Regional Board of the Peace River Regional District, in open meeting assembled, enacts as follows:

PART 1	DEFINITIONS
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1.1 Definitions

In this By-law

"agent"

includes a person representing the owner by written consent;

"building code"

means the British Columbia Building Code established by regulation under the Municipal Act, as amended from time to time;

"building inspector"

means the person appointed by the Regional Board to administer this by-law and includes, for the purposes of Section 7.4 of this by-law, the Administrator, Deputy Administrator or the Manager of Development Services;

"construction"

includes build, erect, install, repair, alter, add, enlarge, locate, relocate, move, reconstruct, demolish, remove, excavate and shore, and includes installing or replacing plumbing systems, chimneys, fireplaces and solid-fuel burning appliances including the fittings and accessories thereto;

"estimated construction value"

means the estimated market value of *construction*, which is subject to a *permit*, based upon available *construction* cost data for materials and labour and where such values are tabulated in Schedule 'D' forming a part of this by-law;

"Freedom of Information Co-ordinator"

means the individual appointed by the Regional Board or the Administrator as per the Freedom of Information and Protection of Privacy Act;

"manufactured home"

means any *structure* containing one single-family dwelling whether ordinarily equipped with wheels or not that is designed, constructed, or manufactured to be moved from one place to another by being towed or carried but does not include travel trailers, campers, or other vehicles which are exempt from the provisions of the Manufactured Home Act.

"permit"

means permission or authorization in writing by the *Building Inspector* under this by-law to perform work regulated by this by-law and is inclusive of references to a building permit, plumbing permit, demolition permit, moving permit or temporary building permit;

"professional design"

means the plans and supporting documents bearing the seal and/or stamp of the *professional designer*;

"professional designer"

means a person who is registered in the Province of British Columbia as a member in good standing of the Architectural Institute of BC or the Association of Professional Engineers and Geoscientists of BC.

"professional field review"

means the inspection of *construction* for which a *permit* under this By-law is required, by or under the supervision of a *Professional designer*, in order to ensure that the *construction* complies with the *permit* and the *Building Code*, and includes certification of compliance by the *Professional designer*;

"professional plan certification"

means certification by a *professional designer* that the plans submitted with an application for a building *permit* comply with the *Building Code* and other applicable enactments;

"Regional Board"

means the Regional Board of the Peace River Regional District;

"Regional District"

means the Peace River Regional District and includes those lands and surface of water, which comprise the Peace River Regional District;

"site plan"

means a plan showing the location of a proposed *construction* in relation to all the parcel boundaries, any existing *structures* on the site and the proposed elevation of the underside of any floor system where a proposed *construction* is located within a floodplain;

"structure"

unless prescribed by regulation as exempt from the building code, means a *construction* or portion thereof of any kind, whether fixed to, supported by, or sunk into land or water, but specifically excludes landscaping, paving, a retaining wall, signs and a fence;

"stop work notice"

means a notice in writing, issued in accordance with Section 7.4 this By-law;

“working day”

means any of the following, Monday, Tuesday, Wednesday, Thursday, or Friday that is not a Statutory holiday.

PART 2

INTERPRETATION AND SCOPE

2.1 Application

2.1.1 This By-law applies to all parts of the Regional District not within a municipality;

2.1.2 This By-law is enacted to set standards in the general public interest.

2.1.3 The authorities undertaken by or on behalf of the Regional Board pursuant to this by-law are for the sole purpose of providing a limited and interim spot checking function for reasons of public health and safety.

2.2 Warranty or Representation

2.2.1 Neither the issuance of a *permit* under this By-law, the review and approval of the plans and supporting documents, nor inspections made by the building inspector, shall in any way constitute a warranty or representation that the *Building Code* or this by-law 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 by-law.

2.2.2 It is not contemplated nor intended, nor does the purpose of this by-law extend to:

- (a) the protection of owners, owner/builders or builders from economic loss;
- (b) the assumption by the Regional Board of any responsibility for ensuring the compliance by the owner, his representative or any employees, contractors or design professionals retained by him, with the current edition of the British Columbia *Building Code*, the requirements of this by-law or any other applicable codes or standards;
- (c) the providing to any person of a warranty of design or workmanship with respect to any building or *structure* for which a building *permit* is issued under this by-law;
- (d) the providing of a warranty or assurance that *construction* undertaken pursuant to building *permits* issued by the Peace River Regional District is free from latent or any defects.

2.3 Owner's Responsibility

It shall be the responsibility of the owner to:

- (a) carry out the work authorized by a *permit*, or have the work carried out, in accordance with the requirements of the permit, the *Building Code*, this By-law and the other by-laws of the Regional District and neither the issuance of a *permit* under this by-law, the review and approval of plans and supporting documents, nor inspections made by the *Building Inspector*, shall relieve the owner from this responsibility;
- (b) ensure that a building *permit* is obtained prior to commencing *construction*, pursuant to the requirements of this by-law;
- (c) ensure that requests for inspection are made to the *Building Inspector* for the required inspections as set out in this by-law;
- (d) ensure that prior to making an application for a building *permit* the owner shall determine the *Building Inspector's* requirements for such an application and ascertain the applicable zoning regulations of the Regional District.

2.4 Conformity with Building Code and By-law

2.4.1 No building or *structure* shall be constructed except in conformity with the requirements of the *Building Code* and this By-law.

2.4.2 Section 2.4.1 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.

2.5 General Prohibitions

No person shall

- (a) commence or continue any work or *construction* of any building or *structure* without a *permit*, where the work or *construction* occurs within the area outlined in Schedule 'A' which forms a part of this By-law;
- (b) place a *manufactured home* upon a foundation without a *permit*;
- (c) unless authorized by the *Building Inspector* in writing, reverse, alter, deface, cover, remove or in any way tamper with a *construction* site identification card, stop work order card, notice or certificate posted on or affixed to a building or *structure* pursuant to a provision of this by-law;
- (d) do any work at variance with the description, plans or specifications for the building, *structure* or work for which a *permit* has been issued, unless the *Building Inspector* has authorized the changes in writing;
- (e) interfere with or obstruct the entry of the *Building Inspector* in the administration of this by-law;
- (f) erase, alter or modify structural drawings or specifications after they have been reviewed by the *Building Inspector*, or structural drawings or

specifications which have been filed for reference with the *Building Inspector* after the *permit* has been issued;

- (g) submit false or misleading information in relation to a *permit* or an application for a *permit* under this by-law;
- (h) repair a building 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 foundations unless in every respect the entire building is made to comply with the *Building Code*, subject to the provisions of this by-law and the zoning by-law.
- (i) occupy or use any building contrary to the terms of any *permit* issued or any notice given by a *Building Inspector*;
- (j) violate any provision of this By-law by the doing of anything prohibited herein or by failing or omitting to do anything required by this By-law to be done.

2.6 Exceptions and Requirements

2.6.1 No *permit* is required for the following:

- (a) a temporary on-site *construction* trailer for a project being constructed under valid *permits*;
- (b) farm buildings pursuant to the National Farm Building Code of Canada, 1995;
- (c) *construction*, alterations or repairs with an *estimated construction value* not exceeding \$2,500;
- (d) the *construction* or placement of a building having a floor area of less than 11 square metres, or
- (e) a garden shed, tool shed or greenhouse having a floor area not exceeding 20 square metres.
- (f) the repairing or replacement of plumbing fixtures unless the repair includes an extension or addition of fixtures (i.e. installing a new bathroom or relocating a kitchen) Requirements should be verified with the *Building Inspector*.

2.6.2 Notwithstanding section 2.6.1(c) no work or *construction* shall commence or continue which involves a building intended as a dwelling unit except in accordance with a valid *permit* which has been issued by the *Building Inspector* pursuant to this By-law.

2.6.3 Persons undertaking *construction* regulated by this by-law that is outside the area outlined in Schedule 'A' may apply for and obtain a *permit* for such *construction* pursuant to this by-law, but are not required to do so.

PART 3

ADMINISTRATION

3.1 Administration of By-law

3.1.1 The *Building Inspector* shall

- (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 by-law; and
- (b) upon the application of the owner for a *permit* establish whether any method or type of *construction* or material proposed to be used in the *construction* of any building conforms with the requirements and provisions of the *Building Code*.

3.1.2 Records, paper or documents kept by the *Building Inspector* are the property of the Regional District and shall not be available for public viewing without the consent of the Freedom of Information Co-ordinator, for the Regional District.

3.2 Refusal to Issue A Permit

The *Building Inspector* may refuse to issue a *permit* where the proposed work will in the opinion of the *Building Inspector* contravene the requirements of the *Building Code*, the provisions of this by-law, other by-laws of the Regional District or the Municipal Act, or any restrictive covenant in favour of the Regional District.

3.3 Correction Orders

The *Building Inspector* may order, in writing, the correction or cessation of any work which contravenes the *Building Code*, the provisions of this by-law or a building *permit*.

3.4 Right of Entry

The *Building Inspector* is authorized to enter on property at any time between the hours of 7:00 a.m. and 7:00 p.m. on any day in order to ascertain whether the requirements of this by-law are being met.

3.5 Identification

The building inspector shall carry identification issued by the Regional District identifying themselves as the *Building Inspector*.

PART 4

SERVICES

4.1 Access and Sewerage

The building inspector may refuse to issue a *permit* where the parcel referred to in the *permit* application does not have any of the following;

- (a) a valid access permit from the Ministry of Transportation and Highways; and
- (b) service to the parcel line by a community sanitary sewer system or approval from the Ministry of Health or the local Public Health representative for the installation of an alternative sewage disposal system.

PART 5

APPLICATIONS, PERMITS AND FEES

5.1 Separate Application for Each Building or Structure

5.1.1 Every building or *structure* to be constructed on a parcel shall be the subject of a separate permit application and *permit*, and shall be assessed a separate permit fee based on the value of the building or *structure*, except for the following which may be considered together:

- (a) where a detached garage is to be constructed at the same time as a principal dwelling;
- (b) where multiple buildings or *structures* are proposed in association with:
 - (i) a condominium type development, or;
 - (ii) a multiple residential type development.

5.2 Form of Application

5.2.1 An application for a *permit* filed with the *Building Inspector* shall be made in the form prescribed by the *Building Inspector* for that purpose from time to time and shall provide all information reasonably required by the *Building Inspector* to determine whether a building *permit* is issuable under this By-law; and

5.2.2 be signed by the owner or the owner's *agent*.

5.3 Building Permit Fee

5.3.1 Before receiving a *permit* for a building or *structure*, the owner shall first pay to the Regional District the appropriate permit fee as calculated in accordance with Schedule 'B' of this by-law.

5.3.2 One-half of the permit fee may be refunded when the owner has submitted a written request for a refund. This refund is subject to the following conditions:

- (a) the building *construction* has not commenced;
- (b) the *permit* has not expired;
- (c) no inspections have taken place; and
- (d) the provision of a refund will cause cancellation of the *permit*.

5.4 Issuance of Permit

Where

- (a) a complete application has been made for a *permit*;
- (b) the proposed work set out in the application conforms with this and all other by-laws of the Regional District and the *Building Code*; and
- (c) the applicant for a *permit* has paid the fee set out in Schedule 'B' of this by-law,

the Building Inspector may issue a *permit* in the form prescribed by the *Building Inspector* for that purpose from time to time.

5.5 Conditions of a Permit

5.5.1 After issuance of the *permit*, the applicant shall post a copy of the building *permit* in the form prescribed by the *Building Inspector* for that purpose, in a conspicuous place open to public viewing on the site for which the *permit* has been issued.

5.5.2 The applicant shall keep a copy of the reviewed plans and supporting documents on the parcel for which the *permit* has been issued.

5.5.3 A *permit* or an application for a *permit* that is in process shall not be transferred or assigned until the current owner or the new owner has notified the *Building Inspector* in writing and the *Building Inspector* has authorized the transfer or assignment in writing.

5.5.4 The review of drawings, specifications and plans and issuance of a *permit* shall not prevent the *Building Inspector* from thereafter requiring the correction of errors in the said drawings, specifications and plans, or from prohibiting building *construction* or occupancy being carried on in violation of this or another By-law.

5.6 Permit Expiration

5.6.1 Subject to Section 5.7, a *permit* shall expire;

- (a) when *construction* pursuant to the *permit* has not commenced within one year of the date of issuance; and

- (b) when *construction* has been discontinued or suspended for a period of more than one year from the date of the last inspection undertaken by the *Building Inspector* or from the commencement of *construction*; and
- (c) in any event three years after the original date of issuance.

5.6.2 When a *permit* has expired, no *construction* or other work may continue or commence until a new *permit* is issued or an extension has been approved.

5.7 Extension After Expiry Date

5.7.1 A *permit* may be extended for a period of not greater than one year from the date of expiry provided:

- (a) at least thirty days prior to the date of *permit* expiration the owner has written to the *Building Inspector* requesting to extend the *permit*; and
- (b) the *Building Inspector* has approved the extension in writing.

5.7.2 Where an extension of a *permit* has been granted and the extension period has expired, a new application shall be made and permit fee paid with respect to the work required to finish the *construction*.

5.8 Permit Revocation

The *Building Inspector* may revoke a *permit* where

- (a) there is a violation by the owner of a condition under which the *permit* was issued;
- (b) there is a violation of a requirement of the *Building Code* or of this or another By-law of the Regional District;
- (c) the *permit* was issued on a basis of incorrect information supplied by the owner; or
- (d) in the opinion of the *Building Inspector* the results of tests on materials, devices, *construction* methods, structural assemblies or foundation conditions contravene the *Building Code* or the provisions of this By-law or both.

The *permit* revocation shall be in writing and sent to the *permit* holder by registered mail or personal service.

5.9 Requirement for Professional Designer

- 5.9.1 Where the *Building Inspector* determines that site conditions, size or complexity of a building or *structure* or building component warrant, the building inspector may require, at the owner's expense, a professional design and a field review.
- 5.9.2 Prior to the issuance of a building *permit*, where the *Building Inspector* requires a professional design, the owner shall submit Letters of Assurance, as outlined in the schedules of the BC *Building Code* to the extent that they deal with plan compliance, incorporating the assurances of the professional designer that the plans and supporting documents submitted with the application for a building *permit* conform with or exceed the *Building Code* and other applicable safety enactments.
- 5.9.3 After completion of *construction* but prior to occupancy of a building that is subject to *professional field review*, the owner shall submit letters of assurance pursuant to Section 2.6 of the *Building Code* incorporating the assurances of the *professional designers* that:
- (a) the *professional field review* has been completed for all the applicable disciplines; and
 - (b) the *construction* of the project conforms with the plans, specifications and related documents for which the building *permit* was issued.
- 5.9.4 That a moved structure or mobile/manufactured home may only be placed subject to the following requirements:
- (a) For mobile/manufactured homes not displaying either a Z240 or A277 CSA certification stamp or which have been structurally altered, certification will be required from a professional engineer verifying that the building is safe for the use intended. The Building Inspector may be required to make a site inspection to verify CSA certification.
 - (b) For placement of any moved structure greater than 20 square metres, certification will be required from a professional engineer verifying that the building is safe for the use intended.

PART 6

DELAYED DEMOLITIONS

6.1 Demolition Agreement

- 6.1.1 Where an owner wishes to continue to use an existing dwelling as a residence while constructing another dwelling on the same parcel, and the zoning By-law of the Regional District permits only one dwelling on the parcel, the owner shall enter into an agreement with the Regional District in a form as contained in Schedule 'C' of this by-law undertaking on completion or occupation of the new dwelling to:
- (a) remove the existing dwelling; or
 - (b) convert the existing dwelling to a non-residential use as permitted by zoning regulations, to the satisfaction of the building inspector.

- 6.1.2 Should the applicant not proceed with the options provide by section 6.1.1(a) or (b) then the Regional Board is authorized to remove the pre-existing dwelling from the property and collect a rent charge for the costs of so doing, pursuant to the agreement as contained in Schedule "C" and executed between the applicant and the Peace River Regional District Board.

PART 7

INSPECTIONS

7.1 Inspection Schedule

An owner to whom a *permit* is issued pursuant to this By-law shall give at least two *working days* notice to the *Building Inspector* in order to obtain inspection of the *construction* and receive permission to continue with permitted work:

- (a) after forms for the floor slab, footings and foundations are complete, but prior to the placing of concrete;
- (b) after underslab plumbing is complete and while it is under test as required by the BC Plumbing Code;
- (c) after the foundations have been completed, which includes either concrete or preserved wood foundation and installation of perimeter drains and damp-proofing, but prior to backfilling against the building;
- (d) after granular base materials, polyethylene damp-proofing membrane and reinforcing steel (if applicable) has been placed for the installation of a concrete floor slab, but prior to placing of concrete;
- (e) before a plumbing system, building drain, sanitary or storm sewer or water service is covered. If any part of a plumbing system is covered before it is inspected and approved, it shall be uncovered if a *Building Inspector* so directs.
- (f) after framing and sheathing, all exterior doors, windows and roof membrane are completed, including the installation of flashing, fire-stopping, bracing, chimney and duct-work, rough wiring, gas venting, and rough plumbing but before the insulation, or other interior or exterior finish is applied which would conceal such work;
- (g) after the insulation and the vapour barrier are in place, but prior to the concealing of such work;
- (h) after the installation of any factory-built fireplace or solid fuel burning appliance and associated flue pipes or chimneys, but before any use of such appliance;
- (i) after the building has been completed and is ready for occupancy, but prior to actual occupancy, pursuant to the requirements of section 7.6.

7.2 Reinspection Fee

Where it has been determined by the *Building Inspector* that due to non-compliance with the provisions of this By-law or due to unsatisfactory workmanship, more than two inspections are necessary at any particular stage of *construction*, the fee for each inspection after the second inspection of the same work shall be \$50.00.

7.3 Special Inspection Fees

7.3.1 For a required *permit* inspection which cannot be carried out during normal working hours and where there is a request to carry out such inspection outside of the hours during which the offices of the Regional District are normally open, the fee shall be \$90.00 for each hour or part thereof in which the *Building Inspector* is engaged in the inspection or travel related to the inspection.

7.4 Stop Work Order

7.4.1 The building inspector may direct the immediate suspension or correction of all or a portion of the *construction* on a building or *structure* authorized by *permit* pursuant to this By-law by attaching a stop work notice in the form prescribed by the *Building Inspector* for that purpose from time to time, on the premises whenever it is found that the work is not being performed in accordance with the requirements of the *Building Code*, the *permit* or this or any other applicable by-law of the Regional District.

7.4.2 The owner shall within 48 hours of the posting of a notice under Section 7.4.1 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.

7.4.3 Subject to Section 7.4.2, no work other than the remedial measures required by the *Building Inspector* shall be carried out in respect of the building or *structure* in question until the notice has been removed by the *Building Inspector*.

7.4.4 The *stop work notice* referred to in Section 7.4.1 shall remain posted on the premises until *construction* has been remedied to the satisfaction of the building inspector.

7.5 Survey Certificate

After the foundation of any building the *construction* of which is authorized by *permit* pursuant to this By-law has been placed and prior to constructing any portion of the building on the foundation, the owner shall submit for approval, where required by the *Building Inspector*, a plan prepared by a British Columbia Land Surveyor showing:

(a) the shortest distances from the surfaces of the foundation to the parcel boundaries;

and where a building or *structure* is within a floodplain the plan shall also include:

(b) the elevation of the underside of any floor system intended to be used for habitation or the storage of goods or equipment, and;

(c) confirmation that the *structure* is at an elevation and in a location that complies with setback and elevation standards as established by the Ministry of Environment,

Lands and Parks.

All elevations shall be measured from geodetic datum.

7.6 Completion Inspections

7.6.1 A completion inspection is required for:

- (a) every building or *structure*, alteration or repair, except for:
 - (i) a new single family dwelling, or;
 - (ii) a new accessory building;
- (b) every existing building for which a *Permit* has been issued.

7.6.2 Every request for a completion inspection shall be accompanied by the following information prior to a completion inspection being undertaken:

- (a) where required by the *Building Code* or this by-law, written certification by the Owner, *Agent* or *Professional designer* that the building or applicable portion conforms to the approved plans and the requirements of this By-law.
- (b) such other information as may reasonably be required by the Building Inspector to ascertain compliance with this By-law.

7.6.3 The following specific reports shall be submitted to the *Building Inspector*, where applicable, prior to a requested completion inspection:

- (a) a "Contractor's Material and Test Certificate", once any sprinkler has been flushed, inspected, and tested to meet NFPA-13 standards;
- (b) a Certification by the installer of equipment regulated by NFPA 96 standards;
- (c) a "Certificate of Verification" (or equivalent) together with the manufacturer's "Inspection Report", after the components of any fire alarm systems incorporating annunciator panels, have been inspected and verified to meet the manufacturer's specifications and the *Building Code*, and the whole system or applicable portion thereof has been tested by the manufacturer or installer;
- (d) Province of British Columbia approval to operate public pools and spas.
- (e) Survey Certificate duly signed and sealed by a British Columbia Licensed Land Surveyor.

7.6.4 Where seasonal weather conditions impact and a building is substantially complete except for works precluded by weather restrictions, the *Building Inspector* may provide a provisional completion inspection subject to the building being safe and fit for the use intended and conditional to the remaining works being completed and inspected within nine (9) months of the date of the provisional completion.

8.1 Requirement for a permit

- 8.1.1 A temporary building or *structure* shall not be placed or constructed except in accordance with this section.
- 8.1.2 Subject to compliance with other applicable by-laws and the *Building Code*, the *Building Inspector* may, upon application, issue a *permit* for the erection or placement of a temporary building unless a *Building Inspector* is of the view that the building would not be safe for the use intended.
- 8.1.3 The word “temporary”, as used in this section, shall mean the period designated on the *permit*, but not exceeding two (2) years from the date of the *permit*. A further two (2) year extension may be granted upon application.
- 8.1.4 Applications for a *permit* to construct a temporary building shall be made in the form prescribed by the *Building Inspector*, and accompanied by:
- (a) plans of sufficient detail to show complete compliance with Peace River Regional District By-laws, the *Building Code* and other applicable regulations and shall include the location of the building on the site and *construction* details of the building;
 - (b) a statement of the intended use and duration of the use;
 - (c) the permit fee noted on Schedule 'B' to this by-law;

8.2 Expiry of temporary building permit

- (a) Ninety-five percent (95%) of the permit fee shall be available for refund upon written application by the owner to the Peace River Regional District advising that the temporary building(s) or *structure*(s) have been removed and that all requirements under the conditions of the granting of the *permit* have been complied with.
- (b) Application for refund must be made within six (6) months of expiration of the *permit*.

PART 9

DEMOLITIONS

9.1 Requirements for demolition

- 9.1.1 A *permit* shall be applied for and obtained where demolition is sought or required by By-law, or by regulation, for any building or *structure*.
- 9.1.2 The following conditions are required for issuance of a demolition *permit*:
- (a) that arrangements are made for the proper disconnection, as appropriate, of all services and utilities to the property, prior to demolition;
 - (b) that public safety is protected prior, during and after the demolition pursuant to Part 8 of the *Building Code*;

- (c) that removal of all demolition materials and foundations from the site, filling and leveling of excavations and leaving the site in a safe and tidy manner is effected;
- (d) that damages to utilities, services or adjoining properties and all liabilities during demolition shall remain the responsibility of the owner;
- (e) that the completion of the above requirements shall be fulfilled within ninety (90) days of the date of issuance of a *permit* for demolition;
- (f) payment of the permit fee as set out in Schedule 'B' as attached to this By-law.

9.2 Refund of demolition fee

- (a) Ninety-five percent (95%) of the permit fee shall be available for refund upon written application by the owner to the Peace River Regional District advising that the demolition has been completed and that all requirements under the conditions of the granting of the *permit* have been complied with.
- (b) Application for refund must be made within six (6) months of completion of the demolition.

PART 10

VIOLATIONS

10.1 Violations

Every person who does anything that this By-law prohibits, fails or omits to do anything this By-law requires to be done or who breaches any provisions of this By-law, commits an offence. Each day an offence continues shall be a separate offence.

10.2 Penalty

Every person who commits an offence contrary to the provisions of this by-law is liable on summary conviction to the maximum a penalty pursuant to the Offence Act in addition to the costs of the prosecution.

PART 11

GENERAL PROVISIONS

11.1 Severability

If a section, subsection, paragraph, subparagraph or phrase of this by-law 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 by-law.

11.2 Repeal

"Building By-law No. 400, 1984" and amendments thereto, being the Building By-law of the Peace River Regional District is hereby repealed.

11.3 Transition

Notwithstanding section 11.2, all *construction* authorized by building *permits* issued pursuant to Peace River-Liard Regional District Building By-law No. 400, 1984 including amendments thereto, shall continue to be regulated by the provisions of that by-law until the earlier of:

- (a) a final inspection of the work authorized by the *permit* indicates the work is complete or;
- (b) expiration of the building *permit*.

11.4 Schedules

Schedule 'A' to 'D' are attached hereto and form part of this by-law.

11.5 Citation

This By-law may be cited as the "Building By-Law No. 1189, 1999".

READ A FIRST TIME this 14th day of January, 1999.

READ A SECOND TIME this 14th day of January, 1999.

Public Notification this 12th, 15th, 16th, 21st, 22nd and 23rd days of February, 1999.

READ A THIRD TIME this 11th day of March, 1999.

ADOPTED this 11th day of March, 1999.

CERTIFIED a true and correct copy of
"Peace River Regional District Building
By-Law No. 1189, 1999".

Moray Stewart, Administrator

Moray Stewart, Administrator

THE CORPORATE SEAL of the Peace
River Regional District was hereto affixed
in the presence of:

Karen Goodings, Chair

SCHEDULE 'A'

MANDATORY BUILDING PERMIT AREA

See the large format map contained with this by-law

CERTIFIED a true and correct copy of
Schedule 'A' to "Peace River Regional District
Building By-law No. 1189, 1999"

Moray Stewart, Administrator

SCHEDULE 'B'

PERMIT FEES AND CHARGES

A	Building Permit Fee (see Part 5)	½ of 1% of total estimated value of <i>construction</i>
B	Minimum Building Permit Fee (see Part 5)	\$100.00
C	Reinspection Fee (see Section 7.2)	\$50.00
D	Special Inspection Fee (see Section 7.3)	\$90.00 per hour
E	Temporary Buildings (see Part 8)	\$500.00
F	Demolitions (see Part 9)	\$500.00
G	Fee reduction for reliance on a <i>Professional designer</i> (see Section 5.9)	Permit fee shall be reduced by 50%, but shall not be less than \$100.00
H	Factory-built fireplace or solid fuel burning appliance (see Section (7.1 h))	\$50.00

CERTIFIED a true and correct copy of
Schedule 'B' to "Peace River Regional District
Building By-law No. 1189, 1999"

Moray Stewart, Administrator

SCHEDULE 'C'

SECTION 219 COVENANT

DEMOLITION AGREEMENT

THIS COVENANT made as of the _____ day of _____, 1999.

BETWEEN:

(the "Covenantor")

AND:

PEACE RIVER REGIONAL DISTRICT, a municipal corporation pursuant to the laws of British Columbia and having an address of 1981 Alaska Avenue, Box 810, Dawson Creek, B.C. V1G 4H8

(the "Regional District")

WHEREAS:

- A. The Covenantor is the registered owner in fee simple of the following lands and premises situate in the Peace River Regional District described as:

(the "Lands")

- B. The Covenantor desires to build a new dwelling on the Lands and wishes to reside in the existing dwelling on the Lands during the construction of the new dwelling;
- C. Only one dwelling is permitted by by-law on the Lands;
- D. The Covenantor has agreed to enter into a Demolition Agreement as provided for in Part 6 of Peace River Regional District Building By-law No. 1189, 1999.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 219 of the *Land Title Act, R.S.B.C. 1996, c. 250*, and in consideration of the sum of Ten Dollars (\$10.00) now paid by the Regional District to the Covenantor (the receipt and sufficiency whereof is herby the Convenator acknowledged), the Covenantor grants to this Covenant and agrees with the Regional District as follows:

DEMOLITION AGREEMENT - continued:

1. In this Restrictive Covenant:
 - (a) "Existing Dwelling" means that certain single family dwelling situate on the Lands as of the date of this Covenant having an address of _____;
 - (b) "New Dwelling" means the single family dwelling authorized to be constructed upon the Lands pursuant to the Permit annexed to this Covenant as Schedule "A".
2. The Lands shall not be used for any use other than one single family dwelling.
3. Except as provided herein no more than one single family dwelling may be sited, placed or built upon the Lands.
4. The Covenantor covenants that within ninety (90) days of the New Dwelling receiving a completion inspection, the Existing Dwelling:
 - (a) must be demolished and removed from the Lands; and
 - (b) must cease to be used for residential purposes and converted from a use that is a non-residential use permitted by the applicable zoning regulations.
5. The Covenantor hereby grants to the Regional District in perpetuity a rent charge payable out of the Lands in the amount of \$5,000 (the "Rent Charge") to secure all costs, fees and expenses incurred by the Regional District in exercising any rights pursuant to Section 7 of this Covenant. The Rent Charge shall be the absolute property of the Regional District in fee simple and shall be payable free and clear of all set-offs and deductions within thirty (30) days of receipt of an invoice by the Covenantor from the Regional District subject to the following terms and conditions:
 - (a) if an whenever the Covenantor is in default in payment of the Rent Charge and such default continues for thirty (30) days following the date in which the Rent Charge is payable then the Regional District without notice or any form of legal process, enter upon the Lands to levy distress and to seize, remove, and sell any goods, chattels and equipment found thereon, despite any rule of law or equity to the contrary, and the Covenantor to the extent the law permits, hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Regional District's right of distress;
 - (b) no reference to or exercise of any specific right or remedy by the Regional District in enforcing the Rent Charge or the restrictions, terms and conditions of this Covenant shall preclude, prejudice or limit the Regional District from exercising any other remedy at law or in equity not expressly provided for herein. Without limiting the generality of the foregoing, the Regional District may sue on the covenant of the Covenantor, and in debt for recovery of the Rent Charge, and may enjoin any breaches of the restrictions herein.

DEMOLITION AGREEMENT - continued:

No remedy shall be exclusive or dependent upon any other remedy and the Regional District may from time to time exercise anyone or more of the remedies available to it independently or in combination;

- (c) the Regional District in exercising rights pursuant to sub-section (a) and (b) of this Restrictive Covenant, shall not be liable or responsible to the Covenantor in any way for any loss or damage to the Lands, injury to person, or loss or damage to any property of the Covenantor or of any other person while such property is on the Lands, however incurred or suffered during any time that the Regional District is in exclusive possession of or has allowed or permitted any other person to go into possession of the Lands or in respect of any levy of distress upon goods, chattels and equipment on the Lands.
- 6. The Regional District must provide to the Covenantor a discharge of this Covenant upon the Covenantor fully complying with its obligations under Section 4 and provided that monies owing (if any) under the Rent Charge are fully paid.
 - 7. If the Covenantor shall fail to perform its obligations in this Covenant to be performed including without limitation the obligations pursuant to Section 4, the Regional District may at its sole discretion and at the Covenantor's expense:
 - (a) enter onto the Land and do and cause to be done through its employees or contractors all such things as may be required to perform the obligations of the Covenantor including without limitation, the demolition and removal of the Existing Dwelling; and
 - (b) incur and pay all fees, charges, expenses and costs required to be made to perform the obligations of the Covenantor.
 - 8. No reference to or exercise of any specific right or remedy by the Regional District in enforcing the restrictions, terms and conditions of this Covenant shall preclude, prejudice or limit the Regional District from exercising any other remedy at law or in equity not expressly provided for herein. Without limiting the generality of the foregoing, the Regional District may sue on the covenant of the Covenantor, and may enjoin any breaches of the restrictions herein. No remedy shall be exclusive or dependent upon any other remedy and the Regional District may from time to time exercise any one or more of the remedies available to it independently or in combination.
 - 9. The Regional District in exercising rights pursuant to Section 7 of this Covenant, shall not be liable or responsible to the Covenantor in any way for any loss or damage to the Lands, injury to person, or loss or damage to any property of the Covenantor or of any other person while such property is on the Lands, however incurred or suffered.

DEMOLITION AGREEMENT - continued:

10. The Covenantor covenants to and does hereby indemnify and save harmless the Regional District at all times from all loss, damages, actions, suits, claims, demands, costs, expenses, fines and liabilities of any nature whatsoever by whomsoever brought, made or suffered for which the Regional District shall or may become liable, incur or suffer:
 - (a) by reason of a breach of this Covenant;
 - (b) from any injury to person or loss of or damage to property by whomsoever owned, arising directly or indirectly from the exercise by the Regional District of any of its remedies for default of the Covenantor;
 - (c) by reason of any injury to any person or damage to property arising from the exercise by the Covenantor of rights to use the Lands pursuant to this Covenant.
11. All of the provisions of this Covenant are to be construed as covenants and should any provisions of this Covenant be or become illegal, invalid or unenforceable, it shall be considered separate or severable and the remaining provisions shall remain in force and be binding upon the Covenantor and be enforceable to the fullest extent of the law.
12. Nothing contained or implied herein shall prejudice or affect the Regional District's rights and powers in the exercise of its functions pursuant to the Municipal Act or its rights and powers under all of its public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Covenant has not been executed and delivered by the Covenantor.
13. No provision in this Covenant requiring the Regional District's approval shall be deemed to have been fulfilled or waived unless the written approval of the Regional District relating to the particular matter has first been obtained. Any approval given under the hand of the Administrator shall be sufficient approval. No prior approval and no condoning, excusing or overlooking by the Regional District on previous occasions of failure of the Covenantor to obtain approval when required shall be taken to operate as a waiver of the necessity of such approval whenever required hereunder.
14. The Covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands and bind the Lands and which shall attach to and run with each and every part into which the Lands may be divided or subdivided.
15. For the purposes of Section 7 reference to the Regional District includes its officers, employees, agents, contractors and others acting under the authority or instruction of the Regional District.

DEMOLITION AGREEMENT - continued:

16. The Covenantor will, after execution hereof by it, at its own expense, do or cause to be done all acts reasonably necessary to grant priority to this Covenant over all charges and encumbrances which may have been registered against the title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Regional District or have been granted by or to the Regional District.
17. Whenever the singular is used herein, the same shall be construed as meaning the plural, or body corporate or politic where the context of the parties so require.
18. The Covenantor hereto shall do and cause to be done all things and shall execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Covenant.
19. Schedule 'A' attached hereto forms part of this Covenant.
20. This Covenant and each and every provision of it shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be.

CERTIFIED a true and correct copy of
Schedule 'C' to "Peace River Regional District
Building By-law No. 1189, 1999"

Moray Stewart, Administrator

SCHEDULE 'D'

ESTIMATED CONSTRUCTION VALUE

The following table shall be used for calculating *estimated construction value* for the purpose of determining building permit fees and charges.

RESIDENTIAL*			
	Description	Est. Value per Sq. Ft.	Est. Value per Sq. Metres
1.	Basement home	\$ 90.00	\$ 27.43
2.	Basement finished (add)	\$ 20.00	\$ 6.10
3.	Crawl space home	\$ 80.00	\$ 24.38
4.	2 nd Story finished (add)	\$ 50.00	\$ 15.24
5.	Attached garage (add)	\$ 30.00	\$ 9.14
6.	Detached garage (add)	\$ 35.00	\$ 10.67
7.	With carport (add)	\$ 15.00	\$ 4.57
8.	With sundeck (add)	\$ 10.00	\$ 3.05
	OR Verified contract price	\$	\$

COMMERCIAL, INDUSTRIAL, INSTITUTIONAL			
	Description	Est. Value per Sq. Ft.	Est. Value per Sq. Metres
	Verified contract price	\$	\$

Notes:

* This table is intended primarily for conventional single family residential *construction*. Verified contract price will be considered for buildings and *structures* not covered by this table.

CERTIFIED a true and correct copy of
Schedule 'D' to "Peace River Regional District
Building By-law No. 1189, 1999"

Moray Stewart, Administrator