

Memorandum: Owner's Acknowledgement



TO: Chief Building Inspector

FROM: _____
Please print

Updated: February 15, 2023

SUBJECT: _____
Address Lot Plan

I acknowledge I am the owner/owner's agent (circle one) of the above noted property.

I acknowledge that I have read Section 4.9.6 of the City of Kelowna Building Bylaw No. 7245 (see the reverse side of this memo). I further acknowledge that I understand the definition of damage with respect to the depositing of dirt, debris, and other material on the road right of way.

I understand that as owner of the property noted above, I am responsible for the cost of repair and/or cleanup of any damage to City works or property that occurs as a result of the construction on my property.

I acknowledge that I have read and understood the *Guidelines for Preserving City Works* and *Guidelines for Preserving City Trees* (available on <https://www.kelowna.ca/homes-building/building-permits-inspections/bulletins-frequently-used-documents>) and will reference these guidelines in my construction plans and activities to avoid damage to City works and trees.

I understand that if the damage is not corrected within the time limit set by the inspector, the City will repair and/or cleanup the damage. Further, if the invoice for the cleanup is not paid within 30 days the amount will be added to the property taxes.

- I have inspected the City works and property adjacent to my property and find it in good condition and I observed no damage.
- I have inspected the City works and property adjacent to my property and found the following damage:

(If there is any existing damage, report it to the Building Inspector prior to commencing any work.)

Building and Permitting
1435 Water Street
Kelowna, BC V1Y 1J4
TEL 250-469-8960
FAX 250-862-3314
developmentservicesinfo@kelowna.ca

Signature

Date

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The City of Kelowna
Building Bylaw, 1993, No. 7245

4.9.6

Updated: February 15, 2023

- (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.

Signature

Date

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