



Note: To be submitted with the application for a Building Permit

CITY OF VANCOUVER BUILDING BY-LAW

“OWNER’S UNDERTAKING FOR TENANT IMPROVEMENTS”

The Chief Building Official
City of Vancouver
453 West 12th Avenue
Vancouver, BC
V5Y 1V4

Date: (Month Day Year)

Dear Sir:

RE: Property Address _____
Building Permit Application No. _____

In consideration of the City accepting and processing the above application for a building permit from _____ (the “Tenant”), a tenant of the above-mentioned property, and as required by the Vancouver Building By-law, the following representations, warranties and indemnities are given to the City.

1. (a) If an individual is the owner:
 - () That I am the owner of the above property, or
 - (b) If a corporation is the owner of the property,
 - () That _____ is the owner of the above property.
(Name of Corporation)
2. The owner will use its reasonable efforts to require the tenant to comply with, and cause those employed for this project to comply with all applicable by-laws of the City of Vancouver and other statutes and regulations in force in the City of Vancouver relating to the development, work, undertaking or permission in respect of which this application is made.
3. 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 to use its reasonable efforts to require compliance by the tenant. The owner has read and understands Articles 1A.1.1.2. and 1A.3.4.1. of Division C of the Vancouver Building By-law which are set out on the reverse side hereof.
4. The owner hereby agrees to use its reasonable efforts to require that the tenant does indemnify and save harmless the City of Vancouver and its employees from all claims, liability, judgments, costs and expenses of every kind which may result from negligence or from the failure to comply fully with all by-laws, statutes and regulations relating to any work or undertaking in respect of which this application is made.
5. Where used herein the words “work” or “undertaking” in respect of which this application is made, the owner understands this to include all electrical, plumbing, mechanical, gas and other works necessary to complete the contemplated construction.

.../over

Owner's Undertaking (*continued*)
(Tenant Improvements)

Property Address _____

Building Permit Application No. _____

6. I am authorized to give these representations, warranties, assurances and indemnities to the City of Vancouver.

This Owners' Undertaking is executed by the owner this _____ day of _____, _____.
(Day) (Month) (Year)

1. Where owner is an individual:

Signed, sealed and delivered in the presence of:

Owner's Signature _____

Witness's Signature _____

Owner's Name _____
(PRINT)

Witness's Name _____
(PRINT)

Witness's Address _____

2. Where owner is a corporation:

Signed, sealed and delivered in the presence of:

Name of Corporation _____

Per:

Authorized Signatory _____

Witness's Signature _____

Name _____
(PRINT)

Witness's Name _____
(PRINT)

Witness's Address _____

3. Where owner is a partnership:

Signed, sealed and delivered in the presence of:

Name of Partnership _____

Per:

Authorized Signatory _____

Witness's Signature _____

Name _____
(PRINT)

Witness's Name _____
(PRINT)

Witness's Address _____

Vancouver Building By-law Article 1A.1.1.2. This By-law is enacted to set 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 of Vancouver, the *Chief Building Official* or any employee of the City of Vancouver 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 the By-law has been complied with, and the issuance thereof in error shall not give rise to a cause of action. Accordingly, words defining the responsibilities and authority of the *Chief Building Official* shall be construed to be internal administrative directions and not as creating a duty.

Article 1A.3.4.1. The granting of a *permit*, the approval of the drawings and specifications or the making of inspections by the *Chief Building Official* shall not in any way 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 including ensuring that the *occupancy* of the *building*, or any part thereof, is in accordance with terms of the *occupancy permit*, and including compliance with any special conditions made under the provision of Article 1A.6.1.4.



Note: To be submitted with the application for a Building Permit
 CITY OF VANCOUVER BUILDING BY-LAW
 "LESSEE'S UNDERTAKING FOR TENANT IMPROVEMENTS"

The Chief Building Official
 City of Vancouver
 453 West 12th Avenue
 Vancouver, BC
 V5Y 1V4

 Date: (Month Day Year)

Dear Sir:

RE: Property Address _____
 Building Permit Application No. _____

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

1. (a) If an individual is the lessee:
 - () That I am the lessee of the above property, or
 - (b) If a corporation is the lessee of the property,
 - () That _____ is the lessee of the above property.
 (Name of Corporation)
2. The lessee will comply with, and cause those employed for this project to comply with all applicable by-laws of the City of Vancouver and other statutes and regulations in force in the City of Vancouver relating to the development, work, undertaking or permission in respect of which this application is made.
3. The lessee fully understands the requirements herein, and acknowledges full responsibility for carrying out the work, or gives assurance that the work be carried out, in accordance with all by-laws governing the construction of the building. The lessee 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 Lessee remains responsible at all times to assure compliance. The lessee has read and understands Article 1A.1.1.2. and Article 1A.3.4.1. of Division C of the Vancouver Building By-law which are set out on the reverse side hereof.
4. The lessee hereby agrees to indemnify and save harmless the City of Vancouver and its employees from all claims, liability, judgments, costs and expenses of every kind which may result from negligence or from the failure to comply fully with all by-laws, statutes and regulations relating to any work or undertaking in respect of which this application is made.
5. Where used herein the words "work" or "undertaking" in respect of which this application is made, the lessee understands this to include all electrical, plumbing, mechanical, gas and other works necessary to complete the contemplated construction.

.../over

Lessee's Undertaking (*continued*) Property Address _____

Building Permit Application No. _____

6. I am authorized to give these representations, warranties, assurances and indemnities to the City of Vancouver.

This Lessee's Undertaking is executed by the Lessee this _____ day of _____, _____.
 (Day) (Month) (Year)

1. Where lessee is an individual: Signed, sealed and delivered in the presence of:
- Lessee's Signature _____ Witness's Signature _____
 Lessee's Name _____ Witness's Name _____
 (PRINT) (PRINT)
- Witness's Address _____

2. Where lessee is a corporation: Signed, sealed and delivered in the presence of:
- Name of Corporation _____
- Per:
- Authorized Signatory _____ Witness's Signature _____
 Name _____ Witness's Name _____
 (PRINT) (PRINT)
- Witness's Address _____

3. Where lessee is a partnership: Signed, sealed and delivered in the presence of:
- Name of Partnership _____
- Per:
- Authorized Signatory _____ Witness's Signature _____
 Name _____ Witness's Name _____
 (PRINT) (PRINT)
- Witness's Address _____

Vancouver Building By-law Article 1A.1.1.2. This By-law is enacted to set 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 of Vancouver, the *Chief Building Official* or any employee of the City of Vancouver 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 the By-law has been complied with, and the issuance thereof in error shall not give rise to a cause of action. Accordingly, words defining the responsibilities and authority of the *Chief Building Official* shall be construed to be internal administrative directions and not as creating a duty.

Article 1A.3.4.1. The granting of a *permit*, the approval of the drawings and specifications or the making of inspections by the *Chief Building Official* shall not in any way 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 including ensuring that the *occupancy* of the *building*, or any part thereof, is in accordance with terms of the *occupancy permit*, and including compliance with any special conditions made under the provision of Article 1A.6.1.4.