

## SCHEDULE E-1

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

Building Permit Number (for CoV Use)

## OWNER'S UNDERTAKING

## Notes:

- i) This letter must be submitted before issuance of 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 Project (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 Bylaw, the following representations, warranties and indemnities are given to the *City* by the *owner*.

1. **[If an individual is the owner]**

- ( ) That 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 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 letter is submitted.
- 3. The *owner* fully understands the requirements herein, and acknowledges full responsibility for carrying out the work, or gives assurance that the work will be carried out, in accordance with all bylaws 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 bylaw has been complied with and the *owner* remains responsible at all times to assure compliance. The *owner* has read and understands Articles 1.3.2.1. and 1.4.1.5. of Division C of Book I of the Building Bylaw 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 bylaws, statutes and regulations relating to any work or undertaking in respect of which this letter is submitted.
- 5. Where 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*.

**Owner's Undertaking** (continued)

Building Permit Number (for CoV Use)

**[Where owner is an individual]**

Signed 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 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)\_\_\_\_\_  
Date\_\_\_\_\_  
Date\_\_\_\_\_  
Witness's address\_\_\_\_\_  
Phone No. and Email address**Referenced Articles** below**Building Bylaw, 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.