

**SCHEDULE E-2**

Building Permit No. \_\_\_\_\_

(for Building Official's use)

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

**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.

**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*.

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**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

**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.