



## Building Permit Security Deposit Policy Policy 167, 2019

District of Lake Country  
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### Date

The following policy was adopted as Policy by **Resolution No. 19.03.044** at the **Regular Council Meeting** held on March 5, 2019.

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### Purpose

As a condition of issuing a building permit, an **owner** or **agent** will be required to post a security deposit in order to protect public works and public lands, to make the site safe in the case of an abandoned or uncompleted project, to provide for provisional occupancy, or to effect compliance with the District's **Building Regulation Bylaw**. The security deposits may be used by the District to complete the works in the event of damage or default. All works are to be completed in accordance with applicable building permits issued by the District.

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### Definitions

**"Agent"** includes a firm, corporation or other person representing the **owner**, by written designation or contract, and includes a hired tradesperson or other constructor who may be granted a permit for work within the limitations of their license.

**"Building Regulation Bylaw"** means the District's **Building Regulation Bylaw** as amended from time to time.

**"Chief Building Official"** means the District's **Chief Building Official** or designate.

**"Owner"** means the registered **owner** of an estate in fee simple of land in respect of which a permit is applied for, or a person authorized by the **owner** or **owners** in writing.

**"Public Works Manager"** means the District's **Public Works Manager** or designate.

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### Policy

#### 1. FORM OF DEPOSIT

- 1.1. Security deposits required by building permits will be in the form of cash, certified cheque, or an irrevocable letter of credit, effective for a period to be determined by the **Chief Building Official**.

- 1.2. Such irrevocable letter of credit will be clean and unconditional, automatically renewing and redeemable at a local bank, and may be subject to additional conditions to be specified by the **Chief Building Official**.

## 2. AMOUNT OF DEPOSIT

- 2.1. An **owner** or **agent** applying for a building permit must deposit with the District, at the time of application, the following securities prior to the issuance of a building permit:
  - a) for a Building Move: \$5,000.00
  - b) for a Complex Building (addition or alteration): \$500.00
  - c) for a Complex Building (new): \$2,500.00
  - d) for a building Demolition: \$1,500.00
  - e) for a Simple Building (addition or alteration): \$500.00
  - f) for a Simple Building (new): \$1,500.00
  - g) for a Temporary Building: \$500.00
  - h) for a Temporary Residence: \$1,000.00

## 3. CONDITIONS OF DEPOSIT

- 3.1. The security deposit
  - a) covers the cost borne by the District to maintain, restore or replace any public works or public lands which are destroyed, damaged, or otherwise impaired in the carrying out of the work referred to in any building permit held by the applicant;
  - b) covers the cost borne by the District to make the site safe if the **owner** or **agent** abandons or fails to complete the work as designated on the permit;
  - c) serves as the security deposit for provisional occupancy when such a final inspection notice makes provision for a security deposit; and
  - d) serves as a security deposit to effect compliance with any condition under which the permit was issued.
- 3.2. Any credit greater than the amount of the security deposit used by the District for the purposes described in Section 3.1 will be returned to the **owner** unless otherwise so directed by the **owner** or **agent**.
- 3.3. Any amount in excess of the security deposit required by the District to complete corrective work to public lands, public works, or the site is recoverable by the District from the **owner**,
  - a) the **owner** shall within 30 days of invoice from the District pay the balance of the costs in excess of the security deposit; and
  - b) if the costs are unpaid on the 31st day of December in the year which the permit was issued the costs shall be added to and form part of the property taxes payable as taxes in arrears.
- 3.4. If the proposed work includes excavation or construction on lands within 10m of works or services owned by the District, the **owner** or **agent** must deliver to the building official a signed agreement in a form prescribed by the **Public Works Manager** under which the **owner** or **agent** acknowledges and agrees that any damage to public works or services arising from the construction associated with the building permit will be repaired by the **owner** or **agent** at their expense and to the satisfaction of the **Public Works**

**Manager**, and the **owner** or **agent** must deposit with the District security in accordance with Sections 2.1 and 3.1.

3.5. A security taken for a temporary building permit

- a) may be used by the District to remove the building after one year of the date of the final inspection required under the **Building Regulation Bylaw**; or
- b) must be returned to the owner if the owner removes the temporary building within one year of the date of the final inspection of the temporary building required under the **Building Regulation Bylaw**.

3.6. A security taken for a temporary residence permit shall

- a) be drafted in favour of the District, to be held as security for performance by the owner of their covenants and obligations with respect to the conversion, demolition or removal of the temporary residence;
- b) notwithstanding the above provisions, Section 2.1 h), and where a manufactured home is intended to be used as the temporary residence, a security in the amount of \$1,500.00 may be accepted by the **Chief Building Official**;
- c) notwithstanding the above provisions, Section 2.1 h), and where a modular home is intended to be used as the temporary residence, a security in the amount of \$3,000.00 may be accepted by the **Chief Building Official**.

3.7. A security taken for a building move permit shall

- a) be provided to pay for all damage to District property of every kind howsoever caused or occasioned by the moving of the building, structure, or part thereof in the District; and
- b) all construction is completed as required by the **Building Regulation Bylaw** within 180 days from the date of issuance of the permit.

3.8. A security taken for a demolition permit shall be

- a) not less than \$1,500.00 for each building or structure to be demolished;
- b) held by the District until the site is restored to a safe and tidy condition to the satisfaction of the building official; and
- c) if the **owner** or **agent** fails to leave the site in a clean and tidy condition to the satisfaction of the **Chief Building Official** with the 180-day time limit the District or its agent may enter, clean and tidy the site at the expense of the **owner** and costs shall be deducted from the security deposit.

#### 4. RELEASE OF DEPOSIT

4.1. The **owner** or **agent** must request the return of the security deposit in writing.

4.2. The security deposit shall only be returned to the **owner** of the property on title unless a written notice of assignment has been received by the Finance Department of the District.

4.3. The security deposit or applicable portion must be returned to the **owner**

- a) when the **Public Works Manager** is satisfied that no further damage to public works or public lands will occur;
- b) when the inspections required by the **Building Regulation Bylaw** are complete and acceptable to the **Chief Building Official**;

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- c) when the conditions or provisions of a provisional certificate of occupancy are completed to the satisfaction of the **Chief Building Official**; and
  - d) when the security conditions required by this policy have been met to the satisfaction of the **Chief Building Official**.

*Original signed by James Baker*  
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Mayor

*Original signed by Reyna Seabrook*  
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Corporate Officer