



Cultus Lake Park

PROPERTY MAINTENANCE BYLAW

Bylaw No. 1210, 2022

A Bylaw to regulate Property Maintenance

Section 12 of the *Cultus Lake Park Act*, SBC 1932, c 63, as amended, enables the Cultus Lake Park Board to adopt bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* (British Columbia) apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* (British Columbia) provides that fines and other penalties imposed and collected under or because of Cultus Lake Park bylaws must be paid to the Board.

Every Person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fines as outlined in the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 and all amendments.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park Property Maintenance Bylaw No. 1210, 2022”.

2. INTERPRETATION

2.1 Words or phrases defined in *The Cultus Lake Park Act* (British Columbia), the *Interpretation Act* (British Columbia), the *Motor Vehicle Act* (British Columbia), the *Transportation Act* (British Columbia), the *Local Government Act* (British Columbia), the *Community Charter* (British Columbia) or any successor legislation to any of them, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

"Accumulation" means a buildup, growth, or collection, scattered, amassed or piled, existing at the time of inspection.

"Boulevard" means:

- (a) On a street with curbs, the portion of the street between the outside curb and the adjoining property line;

- (b) on a street without curbs, the portion of the street between the edge of the roadway/highway and the adjoining property line; or
- (c) on a street where traffic is separated by a median, it includes the median.

“Building Inspector” means the building officials designated or appointed by the Board of Directors of Fraser Valley Regional District (FVRD).

“Chattels” means something that a person owns other than land or buildings.

“Container” means a dumpster, garbage can, garbage bin or other receptacle designed, intended, or used to hold rubbish, discarded materials and debris.

“Derelict Vehicle” means any vehicle or part thereof, propelled otherwise than by muscle power which:

- (a) is physically wrecked or disabled;
- (b) is not capable of operating under its own power.

“Graffiti” means one or more letters, symbols, writing, pictures or marks, however made, posted scratched, painted or drawn on any structure or thing but does not include any of the following:

- (a) A sign, public notice or traffic control mark authorized by a CAO, Bylaw or Provincial or Federal legislation; or
- (b) In the case of private property, letter, symbol, or mark for which the leaseholder of the property on which the letter or symbol or mark appears has given prior, written authorization.

“Laneway” means a public thoroughfare or way which affords only a secondary means of access to a lot at the side or rear.

“Leased Lot” means real property, with or without improvements, that is located within The Park and that is used for residential and/or commercial purposes.

“Leaseholder” means (a) a Person having a current and valid lease with the Board; or (b) a Person (i) renting a residence in The Park from a Person having a current and valid lease with the Board, and (ii) the address of that residence is the Person’s permanent address.

“Noxious Weed” means any weed designated by regulation to be a noxious weed pursuant to the *British Columbia Weed Control Act*.

“Nuisance” means anything that annoys, irritates, disturbs or interferes with a person’s use or enjoyment of private or public property or is offensive to the senses or causes injury to health, comfort or convenience of any person.

“Offensive Matter” means physical objects which are objectionable to the public.

“Park” means the area within the Park boundaries and the foreshore assigned to the Park by the Province of British Columbia.

“Person” has the same meaning as in the *Interpretation Act* (British Columbia).

“Rubbish” means in addition to its common dictionary meaning, will include decaying or non-decaying solid and semi-solid wastes, including, but not limited to, both combustible and non-combustible wastes, such as paper, trash, refuse, cardboard, waste material, cans, glass, bedding, mattresses, crates, rags, barrels, boxes, lumber not neatly piled, scrap iron, tin and other metal, scrap paving material, construction and demolition waste, derelict vehicles and other vessels, tires, batteries, machinery, mechanical or metal parts, discarded or dilapidated appliances, discarded or dilapidated furniture, ashes from fireplaces and on-site incinerators, yard clippings and brush, wood, dry vegetation, dirt, weeds, dead trees and branches, stumps, and piles of earth mixed with any of the above.

“Sight Distance” means a clear line of vision between conflicting motorists, cyclists and pedestrians that allows sufficient time for safe maneuvers to be made without significantly affecting the conflicting traffic.

“Unightly”, means in addition to its common dictionary meaning and regardless of the condition of other properties in the neighborhood, will include property having any one or more of the following characteristics:

- (a) The storage, location or accumulation visible to a person standing on a public highway or on nearby property, or in a building or structure situated on a public highway or nearby property, of filth, rubbish, graffiti or any other discarded materials;
- (b) the untidy storage, location or placement of building materials on a site where construction is not taking place, except where they cannot be seen from a public highway or from nearby property, or from a building or structure situated on a public highway or nearby property;
- (c) landscaping or vegetation that is dead or characterized by uncontrolled growth or lack of maintenance, or is damaged;
- (d) any other similar conditions of disrepair, dilapidation, or deterioration;
- (e) any unlicensed or unregistered vehicles in a state of disrepair or disassembly.

“Vehicle” has the same meaning as in the *Motor Vehicle Act* (British Columbia).

“Waste Management Receptacle” means and includes garbage cans, recycling and green waste bins.

“Weed” means a wild plant growing where it is not wanted and in competition with cultivated plants.

2.3 In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.

2.4 The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3. PROPERTY MAINTENANCE

General Regulations

- 3.1** No leaseholder, occupier or tenant of a leased lot will cause, suffer or permit:
- (a) Rubbish, noxious, offensive, or unwholesome matter to collect or accumulate on the leased lot;
 - (b) rubbish to overflow from or accumulate around any container situated on the leased lot;
 - (c) the leased lot to become or remain unsightly;
 - (d) grass, weeds or other similar ground cover over 25 cm in height;
 - (e) the accumulation of dead landscaping, vegetation, noxious weeds or other growths to occur or to remain on the leased lot;
 - (f) the infestation of caterpillars or other insects, mice, rats, or other pests, or destructive animals to occur on the leased lot;
 - (g) in respect to a leased lot for which a Building Permit has been issued by the Building Inspector, demolition waste, construction waste or trade waste to accumulate on the leased lot; or
 - (h) an accumulation of motor vehicle parts or any vehicle which is in a state of disrepair or disassembly or is a derelict vehicle.

Vacant Premises

- 3.2** No leaseholder, occupier or tenant of a leased lot will cause or create a nuisance or permit a nuisance to be caused or created by allowing a vacant building on a leased lot to fall into such a state of disrepair that it becomes unsightly or creates a hazard, danger, nuisance, or inconvenience to the public.

Graffiti

- 3.3** No person will place graffiti or cause graffiti to be placed, on any wall, fence, building or structure that is located in the Park.

Boulevard and Laneway Maintenance

- 3.4** Every leaseholder, occupier, or tenant of a leased lot adjacent to a boulevard or laneway will:
- (a) Ensure that the portion of the boulevard or laneway adjacent to the leased lot, up to the centerline of the laneway, is kept free and clear, at all times, of weeds, accumulations of filth, litter, discarded materials, and hazardous objects;
 - (b) ensure that the leased lot is kept free and clear, at all times, of weeds that are within one meter from the boundary between the leased lot and the adjacent

boulevard or laneway, so as to prevent and control the spreading of weeds to adjacent boulevards or laneways;

- (c) ensure that the leased lot is kept free and clear, at all times, of accumulations of filth, litter, discarded materials, and hazardous objects that are within one meter from the boundary between the leased lot and the adjacent boulevard or laneway; and
- (d) not have any obstruction and keep landscaping trimmed so that driveway and intersection sight distances are unobstructed and to prevent landscaping from encroaching over paved roadways, graveled shoulders, or sidewalks.

Garbage, Recycling, Greens Waste and Compost – Wildlife Attractants

3.5 No leaseholder, occupier or tenant of a leased lot, or any other person, will maintain waste management receptacles within the Park unless they:

- (a) Are contained entirely on the leased lot;
- (b) are stored in a safe, sanitary, and inoffensive manner, that does not attract wild or domestic animals;
- (c) are only set out between 12:00 pm the day prior to pick up and 8:00 am on the designated day of collections;
- (d) do not remain outside of the leased lot past the day of collection; and
- (e) have the Cultus Lake Park issued labels affixed in a visible location.

3.6 No leaseholder, occupier or tenant of a leased lot, or any other person, will maintain composts, compostable substances, pet food, or barbeques unless they are stored in a safe, sanitary, inoffensive manner as to avoid attracting wild and domestic animals.

3.7 No leaseholder, occupier or tenant of a leased lot, or any other person, will deposit or cause, suffer or permit the deposit of litter, including any garden or vegetation waste materials on any public area of the Park.

4. FEES AND FINES

4.1 All Persons are subject and will pay the types of fees as listed in Schedule A of this Bylaw (if applicable) and the provisions and fines set out in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, as amended from time to time.

4.2 The amounts of all fees listed in Schedule A of this Bylaw (if applicable) are determined and set from time to time as follow:

- (a) The Board hereby delegates to the Chief Financial Officer all of the powers, duties and functions of the Board under Sections 14(a.1) and 14(f.1) of the Act to determine and publish, on an annual basis, the amount of each fee;

- (b) by March 31 of each calendar year, the Chief Financial Officer will determine and publish, or cause to be published, a notice (the "Fee Notice") in the Cultus Lake Park Office stating the amount of each fee, and such Fee Notice will remain published in the Cultus Lake Park Office until such fee amounts are no longer in effect;
- (c) all fee amounts go into effect the later of (i) 14 days after the applicable Fee Notice is published, or (ii) such other date specified in the Fee Notice, and supersede any prior Fee Notices and fee amounts;
- (d) in determining any fee amounts pursuant to this Section 4.2, the Chief Financial Officer will consider, acting reasonably, all of the following factors:
 - (i) all costs to the Board of enforcing this Bylaw;
 - (ii) all costs to the Board in managing and maintaining the Public Parking Lots;
 - (iii) the most recently passed budget of the Board;
 - (iv) the financial circumstances of the Board;
 - (v) the best interests of the Board; and
 - (vi) the mandate of the Board;
- (e) the amount for each type of fee determined pursuant to this Section 4.2 will not increase more than 20% year-over-year;
- (f) the Chief Financial Officer may publish copies of the Fee Notice at locations that are in addition to the Cultus Lake Park Office, but in the event of a conflict or inconsistency between the Fee Notice published in the Cultus Lake Park Office and any other notice, the Fee Notice published in the Cultus Lake Park Office will prevail and govern; and
- (g) if no Fee Notice is published by the Manger of Finance by the deadline set out in Section 4.2(b), then any Fee Notice from the previous year remains in effect and enforceable.

4.3 Each occurrence or day that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.

5. SEVERABILITY

If any part of this Bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

6. REPEAL

The Cultus Lake Park Property Maintenance Bylaw No. 1149, 2019 and all amendments are repealed.

7. EFFECTIVE DATE

This Bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this 16TH day of MARCH, 2022

READ A SECOND TIME this 16TH day of MARCH, 2022

READ A THIRD TIME this 16TH day of MARCH, 2022

ADOPTED this 20TH day of APRIL, 2022



Joe Lamb,
Chief Administrator Officer



David Renwick, Chair
Cultus Lake Park Board

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park
Property Maintenance Bylaw No. 1210, 2022



Chief Administrative Officer