



PROPERTY MAINTENANCE & REPAIR (GROW-OP) BYLAW NO. 7897

The Council of the City of Richmond enacts as follows:

PART ONE: BUILDING AND SAFETY STANDARDS

1.1 General Prohibitions

- 1.1.1 A person must not, other than when authorized by the owner or operator of an electrical or water distribution system, disconnect from such electrical or water distribution system, a meter installed for the purpose of ascertaining the consumption of electricity or water.
- 1.1.2 A person must not:
- (a) divert or install exhaust vents of hot water tanks or furnaces so that they exhaust into or within a **building**, instead of by way of an exhaust vent constructed or installed in compliance with applicable safety enactments;
 - (b) **construct** or install any obstruction of an exit or an access to an exit required under the **Building Regulation Bylaw** or other safety enactment;
 - (c) remove fire stopping that is provided or required under a safety enactment to contain the spread of fire within a **building**; or
 - (d) undertake an **alteration** to a **building** for the purpose of establishing or operating a **grow operation**.
- 1.1.3 If, as a result of the use of a **parcel** as a **controlled substance property**,
- (a) the supply of electricity, water, or natural gas to the **parcel** has been disconnected by the **City** or any other lawful authority; or
 - (b) unauthorized **alterations** have been made to structural, electrical, water or gas systems, equipment, appliances, or other accessories of any kind on the **parcel**; or
 - (c) a **hazardous condition** exists on the **parcel**,

a person must not permanently reconnect the supply of electricity, water, or natural gas and, subject to the *Residential Tenancy Act*, a person must not use or occupy the **parcel** until:

- (i) the **parcel** has been inspected by the **building official** and all other lawful authorities having jurisdiction over the supply of electricity, water, or natural gas, for compliance with all health and safety requirements in the bylaws of the **City**, and any provincial statute or regulation relating to building, electrical, water, health, gas, or fire safety;
- (ii) the **owner** has obtained all permits, approvals or authorizations required to carry out the work necessary to bring the **parcel** into compliance with the bylaws of the **City**, and all provincial statutes and regulations;
- (iii) all of the work referred to in this section has been completed and inspected by the **building official** and all other lawful authorities having jurisdiction, and the **parcel** is in compliance with the bylaws of the **City**, and all applicable provincial statutes and regulations; and
- (iv) the **owner** has paid all **service fees** and other fees imposed by Schedule A of this bylaw and other relevant **City** bylaws in relation to the inspection of the **parcel**, and the issuance of permits, and the Manager, Building Approvals has issued a **re-occupancy permit** for the **parcel** (Schedule F).

1.1.4 The **building official** or **Fire Chief** may post a notice containing the words "Unsafe – Do Not Enter or Occupy" in a conspicuous place at the entrances to a **controlled substance property** in respect of which the:

- (a) **Fire Chief** or the Manager, Building Approvals has made an order to vacate, or
- (b) **Council** has made an order to vacate under the *Community Charter*.

1.1.5 A person must not:

- (a) interfere or obstruct the **building official** or the **Fire Chief** from posting a notice referred to in subsection 1.1.4; or
- (b) remove, alter, cover, or mutilate a notice posted under subsection 1.1.4,

except with the permission of the **building official** or **Fire Chief**, whichever is applicable.

- 1.1.6 No Person may cause or allow a **building** to become subject to the growth of mould or fungus arising from, or in relation to, the cultivation of marijuana plants, or the production of **amphetamines** or other **controlled substances** in such **building**.

1.2 Fire Protection

- 1.2.1 An **owner** or **occupier** of real property must:
- (a) undertake any action directed by the **Fire Chief** for the purpose of removing or reducing any thing or condition that the **Fire Chief** considers is a fire hazard or increases the danger of fire; and
 - (b) permit entry by an **Inspector**, who attends the real property at any reasonable time, to determine whether there is compliance with this bylaw.

1.3 Tenancies

- 1.3.1 Every **owner** of **residential premises** or other **building** that is subject to a **tenancy agreement** must inspect such **residential premises** or other **building** at least once every three months to ascertain whether this bylaw has been contravened.
- 1.3.2 Every **owner** of **residential premises** or other **building** that is subject to a **tenancy agreement** who has knowledge of a contravention of this bylaw, in relation to the **residential premises** or other **building**, must:
- (a) within 48 hours of the discovery of the contravention, deliver written notice to the **City** of the particulars of the contravention, and
 - (b) within two months of the delivery of the notice, subject to the *Residential Tenancy Act*, take any action necessary to bring the **residential premises** or other **building** into compliance with this bylaw.

PART TWO: REMEDIATION REQUIREMENTS

2.1 Owner Obligations

- 2.1.1 If a **building** has been used for a **grow operation**, and the **City** has delivered to the **owner** of such **building**, at the address shown on the Assessment Roll, a Letter to Property Owner (Schedule B), the **owner** of the **building** must, within fourteen days after the **grow operation** has been removed, subject to the *Residential Tenancy Act*:

- (a) either remove and dispose of all carpets and curtains in the **building**, or have all carpets and curtains in the **building** cleaned by a **professional cleaner**;
- (b) have all air ducts cleaned by a **professional cleaner** or by a duct cleaning company, if the **building** is heated by forced air heating; and
- (c) either remove all mould or water-damaged materials such as, but not limited to, drywall or gyproc, or have all walls and ceilings in the **building** cleaned and disinfected by a **professional cleaner**.

2.2 Inspection and Certification Requirements

- 2.2.1 After a **professional cleaner** has been engaged by the **owner** and has complied with the requirements of section 2.1, an individual or corporation certified by the Canadian Registration Board of Occupational Hygienists or the American Board of Industrial Hygiene must inspect the **building** and provide a written Certification Form (Schedule E) to the Manager, Building Approvals, confirming that the requirements of section 2.1 have been satisfied, and that the **building** is substantially free of any **pesticides**, fertilizers, toxic substances, moulds, or fungi, prior to the occupancy or re-occupancy of the **building**.

2.3 Occupancy

- 2.3.1 After a **grow operation** has been removed from a **building** and until the remedial measures prescribed by section 2.1 have been completed and written certification has been provided in accordance with section 2.2, the **building** must not be occupied by any person.
- 2.3.2 Before a **building** is re-occupied after removal of a **grow operation**, the **owner** must notify the prospective occupants in writing that a **grow operation** has been removed and that the requirements of this bylaw have been met.

2.4 Alterations

- 2.4.1 A **building** must not be re-occupied after the removal of a **grow operation** until:
 - (a) a building permit has been obtained for any proposed or remediation work, including an **alteration**, which requires a permit under the **Building Regulation Bylaw**;
 - (b) the **building** complies with the health and safety requirements of the British Columbia Building Regulation Bylaw, the B.C. Electrical Code, the B.C. Gas Code, this Bylaw, and all other health and safety requirements established by law;
 - (c) the **owner** has paid all **service fees** and other fees due and owing under this or any other bylaw of the **City**;

- (d) the Manager, Building Approvals has confirmed that a satisfactory occupancy inspection of the **residential premises** by the City's Building Approvals Department has been completed; and
- (e) a **re-occupancy permit** (Schedule F) has been issued.

PART THREE: FEES

3.1 Establishment of Fees

3.1.1 The following fees apply under this bylaw:

- (a) each time an **Inspector** enters on a **parcel** to carry out an inspection in the exercise of authority by the **City** to regulate, prohibit or impose requirements under this bylaw, or another safety enactment, the **owner** must pay the administration and inspection fee specified in Schedule A, and such fee must be paid before confirmation is provided under clause (d) of subsection 2.4.1.
- (b) for each inspection prior to the issuance of a **re-occupancy permit**, the **owner** or **occupier** must pay the **re-occupancy permit** fee specified in Schedule A;
- (c) to obtain a **re-occupancy permit**, the **owner** must pay the fees specified in Schedule A; and
- (d) every **owner** whose **residential premises** or other **building** is used as a **grow operation** or **controlled substances property** must pay all **service costs** incurred by or on behalf of the **City**, unless that **owner** has given the **City** notice pursuant to section 1.3, prior to any entry by the **City** onto the **parcel**.

3.1.2 Every person required to pay any fee or **service fee** under this bylaw may within 30 days of receipt of an invoice demanding payment appeal the amount of the invoice by notifying the **Director, City Clerk's Office** in writing. The person shall be afforded the opportunity to be heard by Council to determine if the fee or **service fee** should be paid.

PART FOUR: NOTICES AND INSPECTIONS

4.1 Role of the Inspector

4.1.1 Subject to the provisions of the *Community Charter*, an **Inspector** may attend or request the attendance of one or more other **Inspectors** to enter onto and inspect a **parcel**, if the **Inspector**:

- (a) believes the real property is not in compliance with this bylaw;
 - (b) is concerned for the health, safety, or possible injury to a tenant, an occupant, or the public; or
 - (c) believes there is property damage to a **building** which may affect the health or safety of a tenant, an occupant, or the public.
- 4.1.2 Subject to the provisions of the *Community Charter*, an **Inspector** may enter on a **parcel** at reasonable times, and in a reasonable manner, for the following purposes:
- (a) to inspect and determine whether all regulations, prohibitions and requirements under this bylaw or other safety enactments are being met in relation to any matter for which the **Council**, a municipal officer or employee or a person authorized by **Council** has exercised authority under this or another act to regulate, prohibit or impose requirements;
 - (b) to take action authorized under Part Seven; and
 - (c) to inspect, disconnect, or remove a water service under subsection 1.1.1.
- 4.1.3 The Manager, Building Approvals or a person acting under the direction of the Manager, Building Approvals may post a Notice (Schedule C) on any **building** which has been used for a **grow operation**, advising of the provisions of this bylaw.
- 4.1.4 A person must not interfere with an inspection or proposed inspection under subsection 4.1.2, or remove or deface any notice posted under subsection 4.1.3.

4.2 Discontinuance of Service

- 4.2.1 The **City** may discontinue providing water service to a **parcel** if the water is being used for, or in relation to, a **grow operation** on the **parcel**, provided the **City**:
- (a) gives the **owner** and **occupier** of the **parcel** seven days written notice of an opportunity to make representation to **Council** with respect to the proposed discontinuance of the water service; and
 - (b) after the persons affected have had an opportunity to make representation to **Council**, the **City** must give the **owner** and **occupier** seven days written notice of any proposed discontinuance of the water service.

PART FIVE: VIOLATIONS AND PENALTIES

5.1 Any person who:

- (a) violates or who causes or allows any of the provisions of this bylaw to be violated; or
- (b) fails to comply with any of the provisions of this, or any other applicable bylaw or statute; or
- (c) neglects or refrains from doing anything required by this bylaw; or
- (d) makes any false or misleading statement,

is deemed to have committed an infraction of, or an offence against this bylaw, and is liable on summary conviction, to the penalties provided for in *the Offence Act*, and each day that such violation is caused or allowed to continue constitutes a separate offence.

PART SIX: INTERPRETATION

6.1 In this bylaw, unless the context requires otherwise:

ALTERATION	means any change made to the structural, gas, plumbing, ventilation mechanical or electrical components of a building .
AMPHETAMINES	include dextroamphetamines and methamphetamines.
BUILDING	means a structure or portion of a structure , including foundations and supporting structures for equipment or machinery or both, which is used or intended to be used for supporting or sheltering a use, occupancy, persons, animals, or property.
BUILDING REGULATION BYLAW	means the current Building Regulation Bylaw of the City .
BUILDING OFFICIAL	means the General Manager, Urban Development for the City , and every employee or agent appointed by the City to inspect buildings in respect of building, plumbing or gas safety standards.
CONSTRUCT/CONSTRUCTION	means to build, erect, install, repair, alter, add, enlarge, move, locate, relocate, reconstruct, demolish, remove, excavate or shore.

CONTROLLED SUBSTANCE

means a "controlled substance" as defined and described in Schedules I, II, or III of the *Controlled Drugs and Substances Act* (R.S.C. 1996, c. 19), but does not include a controlled substance that is permitted under that Act or otherwise lawfully permitted under the Business License Bylaw.

CONTROLLED SUBSTANCE PROPERTY

means:

- (a) a **parcel** contaminated by chemical or biological materials used in, or produced by, the trade or manufacture of a **controlled substance**; or
- (b) a **building** altered to trade or manufacture a **controlled substance**; or
- (c) a **parcel** which has been used for the manufacture, growing, sale, trade or barter of a **controlled substance** therein or thereon; and

which does not meet applicable safety standards under the British Columbia *Building Codes, Gas Code* and *Electrical Code* per B.C. Safety Standards Act, British Columbia *Fire Code, Health Act*, or other applicable safety regulations including any bylaw requirements of the **City** all as amended from time to time.

COUNCIL

means Council of the **City**.

CITY

means City of Richmond.

DIRECTOR, CITY CLERK'S OFFICE

means the Corporate Officer appointed by **Council** and assigned responsibility for corporate administration of the City under Section 148 of the *Community Charter*.

FIRE CHIEF

means the person who is appointed to be head of the Richmond Fire Rescue Department and every person designated by **Council** under the *Community Charter* by name of office or otherwise to act in the place of the Fire Chief.

GROW OPERATION

means the cultivation of marijuana plants or the production of **amphetamines**, or the production of other **controlled substances**.

HAZARDOUS CONDITIONS

means:

- (a) any real or potential risk of fire;
- (b) any real or potential risk to the health or safety of persons or property;
- (c) any unapproved or unauthorized **building alteration**; or
- (d) repairs needed to a **building**,

arising or resulting from the use or contamination of a **parcel** as a **controlled substance property**.

INSPECTOR

means:

- (a) the **Fire Chief**;
- (b) the Manager, Building Approvals for the **City**, and every employee or agent appointed by the **City** to inspect **buildings**, in respect of building, plumbing or gas standards;
- (c) a Peace Officer, including a member of the Royal Canadian Mounted Police;
- (d) the Chief Licensing Inspector and licensing inspectors;
- (e) a bylaw enforcement officer;
- (f) the deputy of a person, officer, or employee referred to in clauses (a) through (f);
- (g) other persons designated by **Council** by name of office or otherwise to act in the place of persons, officers, or employees referred to in clauses (a) through (g).

MANAGER

means the Manager, Community Bylaws, the Chief Licensing Inspector, or the Manager, Building Approvals.

OCCUPIER

means a person occupying a property within the **City** and includes the registered **owner** of the property where the **owner** is the person occupying or if the property is unoccupied.

OWNER

includes the registered owner in fee simple of real property located in the **City** and those persons defined as "owner" in the *Community Charter*.

PARCEL

means includes land and any improvement comprised in a parcel.

PESTICIDES

means a substance or mixture, including a chemical, used to destroy, prevent, repel or mitigate fungi or animal pests or microorganisms such as bacteria or viruses, and includes herbicides, fungicides, or other substances used to control pests, plant regulators, defoliants or desiccants.

PROFESSIONAL CLEANER

means an individual or corporation that is experienced and qualified in removing contaminants from **buildings** and is licensed to carry on business in the **City**.

RE-OCCUPANCY PERMIT

means permission or authorization through the issuance of Schedule F by the Manager, Building Approvals to re-occupy any **building**, in respect of which the Manager, Building Approvals has issued an order to cease occupancy because of a **hazardous condition**.

RESIDENTIAL PREMISES

means any **building** that may lawfully be occupied as a dwelling unit by one or more persons.

SERVICE FEES

means fees in respect of all direct and indirect costs incurred by:

- (a) the Richmond Fire Rescue Department;
- (b) the Richmond detachment of the Royal Canadian Mounted Police;
- (c) the Business Licensing Department and Building Approvals Department of the **City**; and
- (d) administration and overhead associated with the inspection and removal;
- (e) costs incurred for the lawful dismantling, disassembly, removal, clean up, transportation, storage, and disposal of equipment, substances, materials and other paraphernalia associated with the **grow operation**, or with the use, trade, business, or manufacture of **controlled substances**;
- (f) costs incurred from the replacement of consumables used, or the replacement of equipment following exposure to contaminants; and

(g) costs incurred as a result of the analysis of the materials found at the property and the health and safety conditions at the property,

which are to be determined according to the Service Fees (Schedule D).

STRUCTURE

means all or part of a **construction**, whether fixed to, supported by, sunk into, or located in, land, water or airspace, and includes freestanding sign structures over 3.0 m in height and supporting structures for such signs, and includes a sewage holding tank, but excludes landscaping, paving, a fence, or a retaining wall under 1.0 m in height.

TENANCY AGREEMENT

means an agreement, whether written or oral, express or implied, having a predetermined expiry date or not, between a landlord and tenant respecting possession of **residential premises**.

PART SEVEN: FAILURE TO COMPLY

- 7.1** If an **owner** or **occupier** of a **parcel** fails to comply with a requirement of the **City** under this bylaw or another safety enactment, the **City**, within the time specified in the order or notice, may enter on the **parcel** and take such action as may be required to correct the default, including to remediate the **parcel** or to have the **parcel** attain a standard specified in any safety enactment, at the expense of the **owner** or **occupier** who has failed to comply, and may recover the costs incurred as debt.
- 7.2** If the **owner** has failed to pay the cost to the **City** incurred under section 7.1 before the 31st day of December in the year that the corrective action was taken, the costs must be added to and form part of the taxes payable on the property as taxes in arrears.

PART EIGHT: SEVERABILITY AND CITATION

- 8.1** If any part, section, subsection, clause, or subclause of this bylaw is, for any reason, held to be invalid by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw.
- 8.2** This bylaw is cited as “**Property Maintenance & Repair (Grow-Op) Bylaw No. 7897**”, and comes into force and effect on July 1st, 2005.

FIRST READING

JUN 13 2005

SECOND READING

JUN 13 2005

THIRD READING

JUN 13 2005

ADOPTED

CITY OF
RICHMOND
APPROVED
Content by
originating
dept.

MAYOR

CORPORATE OFFICER

SCHEDULE A to BYLAW NO. 7897**FEES**

1. The following fees apply under this Bylaw:

- (a) each time the **City** enters on a **parcel** to inspect in the exercise of the **City's** authority to regulate, prohibit or impose requirements under this bylaw or another safety enactment, the **owner** must pay an administration and inspection fee of:
 - (i) \$300.00; and
 - (ii) an additional \$300.00 for a subsequent inspection undertaken if the **owner** or **occupier** has failed to undertake action ordered by the **Fire Chief**, the **City** or a person authorized under the bylaw to order the action;
- (b) before confirmation is provided under clause (d) of subsection 2.4.1, the **owner** must pay all applicable fees under the **Building Regulation Bylaw**; and
- (c) to obtain a **re-occupancy permit** - \$250.00.

SCHEDULE B to BYLAW NO. 7897

LETTER TO PROPERTY OWNER

Re: Property Maintenance & Repair (Grow-Op) Bylaw 7897

This letter is to notify you that Richmond's "Property Maintenance & Repair (Grow-Op) Bylaw No. 7897" establishes regulations concerning the cleaning and remediation of buildings that have been used for marijuana grow operations or amphetamine production.

The City has been advised by the Royal Canadian Mounted Police that the building at (insert address) was in use as a marijuana grow operation (or amphetamine production operation) which has been removed by the police.

The bylaw requires that within 14 days, all carpets and curtains in the premises must be removed or cleaned, any forced air heating ducts in the premises must be cleaned, and all walls and ceilings must be cleaned and disinfected. That work must be carried out by a Professional Cleaner with experience in removing contaminants from buildings. The Professional Cleaner must hold a license to carry on business in Richmond.

After the cleaning is completed, an individual or corporation certified by the Canadian Registration Board of Occupational Hygienists or the American Board of Industrial Hygiene must certify that the premises are safe for human occupancy.

Until the cleaning and certification have been completed, subsection 2.3.1 of the bylaw prohibits occupancy by any person. Before occupancy, you are required to notify prospective occupants that the requirements of the bylaw have been satisfied.

We enclose a copy of the bylaw for your reference. If you have any questions concerning the regulations in the bylaw, please call the City's Business Licensing, Permits and Bylaws Department at (insert telephone number).

SCHEDULE C

NOTICE

TAKE NOTICE THAT these Premises have been used as a marijuana grow operation (or an amphetamine production operation).

Pursuant to Richmond's "Property Maintenance & Repair (Grow-Op) Bylaw No. 7897", no person may occupy these premises until cleaning and remediation have been completed in accordance with that bylaw and the Manager, Building Approvals or his designate has confirmed that a satisfactory occupancy inspection has been completed.

It is an offence to remove or deface this notice.

Any inquiries should be directed to Manager, Building Approvals (insert name and telephone number of appropriate City official).

SCHEDULE D

SERVICE FEES

- A. **Staff Costs** (2 hour minimum charge) All fees charge shall be the hourly wage paid for the individual attending as determined by the applicable working/collective agreement or pay grid for nonunion staff plus an amount of \$15.00 per hour per person which equates to the additional personnel and equipment costs incurred by the City for each hour of service provided.

Constable R.C.M.P
 Bylaw Enforcement Officer
 Bylaw Enforcement Supervisor
 Senior Building Official
 Building Official
 Fire Fighter

B. Equipment	Costs
Fire Truck	\$300.00 /hr or part thereof
Replacement of Equipment by Exposure to contaminants	Cost to City
Replacement of Consumable Equipment	Cost to City
Analysis and Tests of materials or Conditions found at the property	Cost to City

- C. **Administration**
 Administration and Overhead costs of 15% shall be charged on all of the above fees.

SCHEDULE E

CERTIFICATION FORM

TO: City of Richmond

FROM: (insert name of professional cleaner)

RE: Premises at (insert address)

This is to certify that in accordance with sections 2.1 and 2.2 of the "Property Maintenance & Repair (Grow-Op) Bylaw No. 7897", the professional identified in this certification:

- (a) meets the requirements for a professional inspector under section 2.2 of the bylaw;
- (b) has completed an inspection of the Premises on _____(date); and
- (c) the Premises are remediated in accordance with section 2.3 and as such, are substantially free from any pesticides, toxic chemicals, moulds, or fungi normally associated with and found in a "Grow Operation" premises, and that the Premises are fit for human use and occupancy.

The undersigned professional may be contacted at: (insert business telephone number).

CERTIFIED AS OF _____(insert date)

(insert name of professional inspector)

Authorized Representative

SCHEDULE F

RE-OCCUPANCY PERMIT

Address of Building:

Legal Description:

Approved Occupancy (use):

The Building remediated under the authority of Building Permit Number: _____
is approved for Re-occupancy.

This Permit confirms that inspections pursuant to Property Maintenance and Repair (Grow-Op) Bylaw No. 7897 have been completed and remediation requirements have been satisfied. This Permit is not a warranty that the subject Building complies with all Municipal and Provincial Regulations governing Building Construction nor that it is without defect. It is only a formal comment on the remediated condition of the Building at the date of issue only.

This certificate must be affixed to a conspicuous and permanent place in the said building and must not be removed.

Manager, Building Approvals

Date: _____