

VILLAGE OF CANAL FLATS

BYLAW NO. 296, 2026

Being a Bylaw to enhance the Quality of Life for the citizens of Canal Flats

WHEREAS the Council for the Village of Canal Flats desires to protect Quality of Life for its citizens, and endeavors to promote civic responsibility, and further, strives to encourage good relationships between neighbours;

AND WHEREAS, Part 3, Division 10, Section 64 of the *Community Charter* provides that Council may exercise authority in relation to nuisances, disturbances and other objectionable situations;

NOW THEREFORE the Council of the Village of Canal Flats, in open meeting assembled, ENACTS AS FOLLOWS:

Citation

This Bylaw may be cited for all purposes as "Village of Canal Flats Good Neighbour Bylaw No. 296, 2026".

PART 1 – GENERAL

Definitions

1. In this bylaw:

“boulevard” means that area of the public **property** between the **property** line of private **property** and the abutting roadway;

“building material” means material used in the construction of a structure or in landscaping, including lumber, gypsum board, windows, doors, fill and soil;

“bylaw enforcement officer” means an employee of the Village, appointed by Council for enforcement of Village bylaws;

“Chief Administrative Officer (CAO)” means the individual appointed to that position for the Village pursuant to Section 147 of the *Community Charter*;

“construction noise” means any noise or sound made by the carrying on of works in connection with the construction, demolition, reconstruction, alteration or repair of any building or structure; or the carrying on of any excavation by machinery or heavy equipment; or the moving or operating of any kind of machine, engine or construction equipment;

“derelict vehicle” means any motor vehicle or recreational vehicle or any modified configuration, or parts thereof, which:

- a) is physically damaged, wrecked, or disabled;
- b) in the case of travel trailers, tent-trailers, and tow trailers, is incapable of being towed or hauled in the manner in which a recreational vehicle of that type is normally towed or hauled;
- c) in the case of all other motor vehicles and recreational vehicles, cannot operate under its own power;
- d) or lacking number plates for the current year pursuant to the regulations under the *Motor Vehicle Act*, RSBC 1996, c.318;

“Corporate Officer” means the municipal officer appointed by Council and assigned responsibility for corporate administration for the Village under Section 148 of the *Community Charter*.

“Excessive Nuisance Abatement Fees” include, but are not limited to the following costs and expenses incurred while responding to a Nuisance Service Call for the purpose of abating nuisance conduct, activity or conditions:

- a) the cost of peace officer or Village staff salaries, including all benefits;
- b) the cost of using peace officer, fire and Village equipment and vehicles;
- c) the cost of repairs to damaged Village equipment, vehicles or **property**;
- d) administration costs incurred by the Village to respond to a nuisance service call and abate a nuisance;

“fire chief” has the same meaning as in the *Fire Services Bylaw*;

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

- a) a sign, public notice or traffic control device authorized by the Village of Canal Flats;
- b) a public notice authorized by a Village bylaw or by provincial or federal legislation; or
- c) in the case of **real property**, a letter, symbol or mark for which the **owner** or occupier of the **real property** on which the letter, symbol or mark appears has been given prior, written authorization, such as a mural;

“lane” means the dedicated roadway abutting the side or rear of any **property**;

“noxious weed” means those weeds listed in the regulations to the *Weed Control Act*.

“nuisance service calls” means a response by a **bylaw enforcement officer** or peace officer to, or abatement of, any activity, conduct or condition occurring on or near **real property** which substantially or unreasonably interferes with another **person’s** use and enjoyment of a **public place** or of **real property** occupied by that **person**, or which causes injury to the health, comfort or convenience of an occupier or **real property**;

“owner” means the registered **owner** of an estate in fee simple, the tenant for life under a registered life estate, the registered holder of the last registered agreement for sale, the holder or occupier of land held in the manner referred to in section 228 or 229 of the *Community Charter*, and an Indian who is an **owner** under the letters patent of a municipality incorporated under section 9 of the *Local Government Act*;

“person” includes any company, corporation, **owner**, partnership, firm, association, society or party;

“property” means all **real property**, including, but not limited to, front yards, side yards, backyards, driveways, walkways, **lanes**, boulevards and sidewalks, together with any and all structures or fences located thereon;

“public place” includes every roadway, **lane**, bridge, highway, park, or other places which the public has access to as a right or by invitation, express or implied;

“real property” means land, with or without improvements so affixed to the land as to make them in fact and law a part of it;

“rubbish” means decaying or non-decaying solid and semi-solid wastes, including, but not limited to, both combustible and non-combustible wastes, such as the following:

- a) paper, trash, refuse, cardboard, waste material, cans, glass, bedding, mattresses, crates, rags, barrels, carpeting, boxes, lumber not neatly piles;
- b) scrap iron, tin and other metal;
- c) scrap paving material, construction and demolition waste;
- d) **derelict vehicles**, tires, machinery, mechanical or metal parts;
- e) discarded or dilapidated appliances or furniture;
- f) ashes from fireplaces and on-site incinerators;
- g) yard clippings and brush, wood, dry vegetation, dirt, weeds, dead trees and branches, stumps, overgrown vegetation and trees which may harbour insect or rodent infestations or may become a fire hazard, animal feces, and piles of earth mixed with any of the above;

“unsightly” in addition to its common dictionary meaning and regardless of other properties in the neighbourhood, shall include **property** having any one or more of the following characteristics:

- a) the storage, location or accumulation of and visible to a **person** standing on a public highway or 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) the placement, storage, or accumulation of **derelict vehicles** that are visible to a **person** standing on a highway or on or in nearby **property**;
- e) fences characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting, or any other evidence of physical decay or neglect or excessive use, or lack of maintenance;
- f) a lowering in quality of the condition or appearance of a structure or parts thereof characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting, or any other evidence of physical decay, neglect, excessive use, or lack of maintenance; or
- g) any other similar conditions of disrepair, dilapidation, or deterioration.

“vacant property” means any real estate asset that is unoccupied and largely empty of personal belongings, showing no ongoing daily activity or intent for immediate occupancy.

Interpretation

- 2. The Interpretation Bylaw applies to the bylaw.

PART 2 – PROPERTY STANDARDS

General Property Maintenance

- 3. An **owner** or occupier of a **property** must not:
 - a. Store outside
 - i. Discarded materials,
 - ii. **Rubbish**,
 - iii. Inoperable vehicle or motor vehicle parts,
 - iv. Household chattels and fixtures,
 - v. Furniture,
 - vi. Appliances, or
 - vii. Other similar household items,

- b. Store a motor vehicle, boat, trailer or recreational vehicle
 - i. Dismantled or broken up, or
 - ii. In a state of disrepair, including mould growth or one or more flat tires, unless the motor vehicle, boat, trailer or recreational vehicle is in an enclosed building, not including a temporary structure, and is not visible from another **property** or **public place**,
 - c. Accumulate **building materials** for more than 15 days without a valid building permit, unless the **building materials** are stored in a closed building or structure such that the **building materials** are not visible from another **property** or a **public place**,
 - d. Cause or permit any of the following to accumulate on the **property**:
 - i. An uncontrolled growth of vegetation,
 - ii. Cut tree branches,
 - iii. Dead leaves,
 - iv. Fallen leaves,
 - v. Dead bushes or other growth,
 - vi. Unstacked firewood,
 - vii. Dirt piles,
 - viii. Uncontained compost material,
 - e. Cause or permit **graffiti** to remain on a wall, fence or elsewhere on the **property** that is visible from a **public place**,
 - f. Cause or permit grass, weeds or similar ground cover on the property to be over 10 inches in height, or
 - g. Cause or permit the **property** to be a source of food, protection or harbourage for rodents or other similar animals that could cause a nuisance.
4. An **owner** or occupier of a **property** must ensure that
- a. a building or structure on the **property** does not fall into such a state of disrepair that it becomes **unsightly** or creates a hazard, danger, nuisance, or inconvenience to the general public
 - b. a fence, a retaining wall, or a wood tie located on the **property** and adjacent to a street or public is not
 - i. Unstable,
 - ii. Unsafe,
 - iii. Rotting,
 - iv. Crumbling,
 - v. Cracking,
 - vi. Leaning,
 - vii. Peeling, or
 - viii. Rusting.

Lights

- 5. An **owner** or occupier of a parcel must ensure that an outdoor light on the parcel is shielded if the illumination from the outdoor light could reasonably be expected to create a nuisance or disturb the peace, rest, enjoyment, comfort or convenience of individuals or the public.
- 6. The outdoor light referred to in section 5 does not include the following:
 - i. Street lights;
 - ii. Vehicle lights;
 - iii. Lights on playing fields;
 - iv. Lights on school playgrounds;
 - v. Decorative lights that are on display between October 15 and January 31.

Littering

7. A **person** must not place, or cause to be placed, **graffiti** on a wall, fence, building or other structure on or adjacent to a highway or a **public place**.

Dumping

8. A **person** must not dump, place, leave or deposit **rubbish** or discarded materials
 - a. In any **public place**, or
 - b. On a **property** without written authorization from the **owner** of the **property**.
9. For the purposes of section 8, each separate item or bag of **rubbish** or discarded material constitutes a separate offence.
10. A **person** who contravenes, directs, supervises or aids another **person** in contravening section 8 must promptly
 - a. comply with a notice or direction of a **bylaw enforcement officer** to remove or transport the **rubbish** or discarded materials to a transfer station
 - b. carry out related remedial steps, and
 - c. take remedial action to restore the affected area to the condition that it was in before the contravention of subsection (1) occurred.

Noxious Weeds

11. An **owner** or occupier of a **property** must not cause or permit a **noxious weed** to grow or accumulate on the **property**.
12. An **owner** or occupier of a **property** that contains **noxious weeds** must eradicate the **noxious weeds**.

Vacant Premises

13. An **owner** of a **vacant property** must ensure that the **vacant property** is secured against unauthorized entry or occupation, vandalism or other intentional damage or a fire hazard by doing one or more of the following:
 - a. Affixing a structural barrier to windows and other points of ingress using materials and installation that are effective in precluding easy entry;
 - b. Installing and maintaining security fencing or other perimeter barriers and a security lighting system that does not impact neighbouring properties;
 - c. Installing a security alarm system;
 - d. Hiring security or guard patrols on a frequent or periodic basis;
 - e. Preventing squatters from remaining on the property;
 - f. Utilizing or installing other security measures or devices that are satisfactory to a **bylaw enforcement officer**.

Snow Removal Regulations

14. Every **owner** or occupier of **real property** shall immediately remove snow, ice, or **rubbish** from the roof or other part of a structure adjacent to a highway or pathway or sidewalk where such snow, ice or **rubbish** presents a hazard to vehicular or pedestrian traffic.
15. Every **owner** or occupier of any building or premises, including any vacant lot, within the Village, shall not deposit snow, ice, or **rubbish** on a Village roadway or pathway, or portion thereof.

Boulevard and Lane Maintenance

16. Every **owner** or occupier of **real property** adjacent to a **boulevard** or **lane** shall ensure that the portion of the **boulevard** or **lane** adjacent to the **real property** is kept clean and free of debris, common and **noxious weeds**.
17. Every **owner** or occupier of **real property** adjacent to a **boulevard** or **lane** shall maintain all ground covers and plant materials planted by the Village, developer, or **property owner**, on adjacent **boulevards** or **lanes**.
18. Every **owner** or occupier of **real property** adjacent to a **boulevard** or **lane** shall ensure that the **real property** is kept free and clear, at all times, of excessive weeds that are within one meter from the border between the **real property** and the adjacent **boulevard** or **lane**, so as to prevent and control the spreading of weeds to adjacent **boulevards** and **lanes**.
19. No **owner** or occupier of **real property** adjacent to a **boulevard** or **lane**, or any other **person**, shall deposit or cause, suffer or permit the deposit of any garden or vegetation waste material containing weeds on or upon a **boulevard** or **lane** adjacent to the **real property**.

Encroachment of Highways, Pathways and Lanes

20. No **owner** or occupier of **real property** adjacent to a highway, pathway, or **lane** that borders on that **real property** shall allow for hedges or trees to encroach on the highway, pathway, or **lane** bordering the **real property**.

Property Noise

21. No **person** shall make or cause, or permit to be made or caused, any noise in or on a street or elsewhere in the Village that is liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of individuals or the public.
22. No **owner** or occupier of **real property** shall allow or permit such **real property** to be used so that noise or sound which emanates therefrom is liable to disturb the quiet, peace, rest, enjoyment, comfort, or convenience of individuals or the public.
23. No **person** shall make, cause, or permit to be made or caused, noise or bass sound of a radio, television, player, or other sound playback device, public address system, or any other music or voice amplification equipment, musical instrument, whether live or recorded, whether amplified or not, in or on private **property** or in any public space or street in such a manner that is liable to disturb the quiet, peace, rest, enjoyment, comfort, or convenience of individuals or the public.
24. No **person** shall own, keep or harbour any animal or bird which by its bark, cries or sounds is liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of individuals or the public.

Construction Noise

25. No **person** shall make or cause, or permit to be made or caused any **construction noise** that is liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of the neighbourhood or of **persons** in the vicinity except:
 - a. Between the hours of 7:00am and 9:00pm on any weekday that is not a holiday;
 - b. Between the hours of 9:00am and 9:00pm on any weekday that is a holiday, or on any Saturday and Sunday;
26. A **person** may apply to the **Chief Administrative Officer** to vary the time restrictions established in section 25 of this bylaw with respect to construction. An application in the form specified by the **Chief Administrative Officer** must be submitted at least five (5) business days prior to the date of the proposed activities.
27. Upon receiving an application submitted in accordance with section 26, the Village may, by written permit, vary the restrictions set out in section 25, if:
 - a. Any of the following considerations make it necessary or expedient that the work or activity commence or continue beyond those time restrictions:

- i. Safety of the public or environment;
 - ii. Significant impacts to traffic on public roadways;
 - iii. Extreme heat conditions; or
 - b. It is impossible or impractical to carry out, within those time restrictions:
 - i. Excavation;
 - ii. Concrete pouring or finishing;
 - iii. Dewatering;
 - iv. Major structural or mechanical component delivery or placement; or
 - v. Relocation of a building.
- 28. A permit issued in accordance with section 27 may be subject to terms and restrictions as deemed necessary to mitigate the impact of the **construction noise** on the adjacent neighbourhood. Such terms and restrictions may include, but are not limited to:
 - a. Prior notification of the neighbourhood that would be affected;
 - b. Restrictions on the type of work or activities performed; or
 - c. restrictions on the use of heavy equipment and vehicles.
- 29. Notwithstanding any provisions of this bylaw, a **person** may perform works of an emergency nature for the preservation or protection of life, health, or **property** but the onus shall be on the **person** performing the work to show that the work was of an emergency nature.

Dangerous and Fallen Trees

- 30. The **owner** or occupier of **real property** shall ensure that a dangerous tree does not remain on the **real property** if it poses a risk of falling onto any public land, walking path, **lane**, or roadway.
- 31. The **owner** or occupier must **immediately remove** a dangerous tree, or, where notified by a **bylaw enforcement officer**, must remove the tree **within the time specified in the written compliance order**.
- 32. No **owner** or occupier shall permit a tree that has fallen from their **real property** to remain on any public land, walking path, **lane**, or roadway. The **owner** or occupier must remediate the situation within **24 hours** of the tree falling and must **immediately notify the Village** of the incident.
- 33. Despite section 32, where immediate remediation is not possible due to an emergency, including but not limited to severe weather, unsafe site conditions, or the need to protect life or **property**, the **owner** or occupier shall take all reasonable steps to secure the area and shall remediate the situation as soon as it is safe and practicable to do so.

PART 3 – FIRE PROTECTION

Fire chief may enter on and inspect property

- 34. The **fire chief** may
 - a. Enter on and inspect any **property** for conditions that may
 - i. Cause a fire.
 - ii. Increase the danger of fire, or
 - iii. increase the danger to **person** or **property** from a fire, and
 - b. take measures to prevent and suppress fires, including demolition of buildings to prevent the spreading of fires,
 - c. order an **owner** or occupier of **property** to undertake any actions directed by the **fire chief** to remove or reduce any things or condition which the **fire chief** considered is a fire hazard or increases the danger of fire, and
 - d. exercise some or all of the powers of the fire commissioner under sections 25 [emergencies] of the *Fire Services Act*.

PART 4 – COMPLIANCE, ENFORCEMENT AND ENTRY

Compliance Orders

35. If, in the opinion of a **bylaw enforcement officer**, the **owner** or occupier of a **property** fails to comply with a requirement of this bylaw, the **bylaw enforcement officer** may issue a compliance order requiring the **owner** or occupier to the **property** into compliance with the bylaw within such time as the **bylaw enforcement officer** considers appropriate in the circumstances.
36. An order served under section 35 must state:
- The date the order was made;
 - The address or location affected by the order;
 - The provisions of this bylaw that the **person** contravened;
 - A description of the circumstances of the contravention;
 - An explanation of how to comply with the order;
 - The date by which the **person** must comply with the order;
37. A written notice issued under section 35 is deemed to be received by the **owner** or occupier:
- Immediately upon it being personally served on the **owner** or occupier;
 - Immediately upon acknowledgment via email from the **owner** or occupier of receipt of the written notice via email;
 - In relation to an **owner** located within the Province of BC, 7 days after being mailed by regular mail to the address of the **owner** as indicated on the most current **property** assessment roll;
 - In relation to an **owner** located outside of the Province of BC, 10 days after being mailed by regular mail to the address of the **owner** as indicated on the most current assessment roll; or
 - In relation to an occupier, 3 days after being posted in a visible location on the **property** subject to the written notice.

Remedial Work

38. If the **owner** or occupier fails to comply with the terms of a compliance order within the time period set out therein, the Village, by its employee, agents, or contractors, may at all reasonable times and in a reasonable manner, enter the **property** and bring about such compliance at the cost of the occupier and/or **owner** of the **property** from which the non-compliance with this bylaw arises.

Cost Recovery

39. If the Village is required to complete work to bring a **property** into compliance all costs shall be calculated and invoiced at actual expenses incurred by the Village to achieve compliance with this bylaw, including, without limitation:
- administrative costs;
 - the cost to attend the **property** by Village employees and contractors;
 - the cost of equipment, removal, clean up, and disposal; and
 - the cost of repairs to damaged Village equipment, vehicles, or **property**.
40. If the Village does work or provides services in relation
41. If an **owner** or occupier defaults in paying the issued invoice as per section 39 to the Village within thirty (30) days after receipt of demand for payment from the Village, the Village may either:
- Recover the fees from the **owner** or occupier of the **property**, in any court of competent jurisdiction, as a debt due to the Village; or
 - Direct that the amount of the invoice be added to and form part of the **property** tax roll in the year of the invoice issued as a charge imposed in respect of the work done or services provided to the **property** of the **owner**.

Right of Entry

42. A **bylaw enforcement officer** is authorized, at all reasonable times, to enter on any **property** in order to ascertain whether the regulations contained within this bylaw are being observed.
43. No **owner** of occupier of **real property** shall hinder or obstruct a **bylaw enforcement officer** in the performance of their duties.

Penalty

44. Every **person** who violates a provision of this bylaw or who permits any act or thing to be done in contravention of this bylaw, or who fails to do any act or thing required by this bylaw, shall be deemed to have committed an offence against this bylaw and:
 - a. Shall be liable to a fine set out in the Village of Canal Flats Municipal Ticket Information, as amended from time to time;
 - b. Where a specific penalty has not been otherwise designated, shall be liable to a fine and/or penalty provided under the *Community Charter* of not less than One Hundred Dollars (\$100) and not more than Ten Thousand Dollars (\$10,000), plus the costs of prosecution, and any other order imposed pursuant to the *Community Charter*; or
 - c. To pay any fees prescribed for the particular non-compliance set out in this bylaw; or
 - d. Any combination of the above.
45. Each day that an offence against this bylaw continues shall be deemed a separate and distinct offence.
46. Any penalty imposed pursuant to the bylaw shall be in addition to and not in substitution for any other penalty or remedy imposed pursuant to this bylaw, along with any other applicable statute, law, or legislation.

Repeat Service Calls

47. Where a **bylaw enforcement officer** or a member of the RCMP are required to respond to **real property** for more than three **nuisance service calls** within any twelve (12) month period, the **owner** of the **real property** shall pay a Nuisance Abatement Fee for each nuisance service call in excess of three within any twelve (12) month period.
48. Despite section 46 of this bylaw, where legal title to the **real property** is transferred, **nuisance service calls** occurring before the date the new **owner** obtains legal title to the **real property** shall not apply to the determination under section 46 of this bylaw whether Nuisance Abatement Fees are payable or with respect to the amount that is payable.
49. Before the owner of a **real property** is liable to pay a Nuisance Abatement Fee, the Village shall provide written notice to the **owner** that:
 - a. Describes the nature of the contravention or nuisance conduct, activity or condition;
 - b. Advises the **owner** the Nuisance Abatement Fees and that such fees are in addition to the Village's right to seek other legal remedies or actions for abatement of the nuisance or contravention.
50. Service of the notice under section 46 of this bylaw may be affected and is deemed to have been served in the manner provided for in section 37 of this bylaw.
51. Nuisance Abatement Fees shall be paid by the **owner** within fourteen (14) days of receipt of an invoice from the Village.
52. The Village may impose a Nuisance Abatement Fee despite a **person** not being charged with an offence relating to the nuisance or contravention, a **person** charged with an offence relating to a nuisance or contravention being acquitted of any or all charges or the charges are withdrawn, stayed, or otherwise do not proceed.

PART 5 – RECONSIDERATION

Reconsideration by Council

53. A **person** may request that Council reconsider:
- The issuance or terms of a compliance order;
 - Recovery of costs for remedial work performed by the Village or its contractors pursuant to section 39; or
 - A demand for payment of **Excessive Nuisance Abatement Fees**;
- by submitting a written request for reconsideration to the Village's **Corporate Officer** within ten (10) calendar days from receiving the compliance order, invoice for remedial work, or a demand for **Excessive Nuisance Abatement Fees**.
54. The request for reconsideration must include a description of the grounds upon which the request for Council consideration is being made.
55. Upon receipt of a compliant written request for reconsideration, the **Corporate Officer** shall schedule the time, date and place for Council to hear the matter.
56. Upon reconsidering the issuance or terms of a compliance order or demand for payment of **Excessive Nuisance Abatement Fees** issued under this bylaw, Council may confirm, set aside, or alter the order or demand, as it may deem appropriate in the circumstances.

PART 6 – SEVERABILITY

57. If any part, section, subsection, paragraph or clause of this bylaw is held to be invalid by a court of competent jurisdiction, then that invalid portion shall be severed, and the remainder of this bylaw shall be deemed to continue as valid and enforceable.

PART 7 – REPEAL

58. Village of Canal Flats Unsightly Premise Bylaw No. 179, 2016 and Village of Canal Flats Noise Control Bylaw No. 133, 2011, and any amendments thereto, are hereby repealed.

INTRODUCED AND READ a first time this 22nd day of June, 2026

READ a second time this 22nd day of June, 2026

READ a third time this 22nd day of June, 2026

RECONSIDERED AND FINALLY ADOPTED this 13th day of July, 2026


Mayor


Corporate Officer

CERTIFIED a true and correct copy
of "Village of Canal Flats Good
Neighbour Bylaw No. 296, 2026".

Corporate Officer