



## Staff Report

PO Box 300 | 10007 – 100A Street | Taylor, BC V0C 2K0 | [www.districtoftaylor.com](http://www.districtoftaylor.com)

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**TO:** Committee of the Whole

**FROM:** Steve Byford, Director of Protective Services, Fire Chief, CD

**DATE:** June 15, 2026

**SUBJECT:** Unsightly Premises and Maintenance Bylaw No.909, 2026 - Draft (V2)

**ATTACHMENT(S):**  [Unsightly Premises and Maintenance Bylaw No.909, 2026 - Draft \(19 May 2026 - Report\)](#)  
 [Unsightly Premises and Maintenance Bylaw No. 909, 2026 - Draft \(V2\)](#)

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### **STRATEGIC GOALS & PRIORITIES:**

This report complies with the following strategic goals set out by Council:

- Community Engagement
- Advocacy

This report meets the above strategic goals and priorities set out by Council by advocating for community needs, aiming to improve quality of life, as well as creating a connected community with a sense of collective ownership.

### **RECOMMENDED RESOLUTION:**

That the Committee of the Whole review the proposed repeal of Unsightly Premises Bylaw No. 876, 2023, and the introduction of the proposed Unsightly Premises and Maintenance Bylaw No. 909, 2026, with amendments prepared by Staff, for the purposes of review, stakeholder engagement, and adoption.

### **PURPOSE:**

The purpose of this report is to support ongoing bylaw review and development, promote public education, and encourage responsible property ownership within the District.

### **BACKGROUND:**

Staff presented a report to this Committee on May 19, 2026. At that meeting, the Committee requested that staff explore and present alternative options within the

proposed Snow Removal section of the proposed bylaw. Attached is a copy of the original report from 19 May 2026.

**FINANCIAL IMPLICATIONS:**

Updated fines associated with this bylaw have been attached as Schedule A at the end of the document.

**COMMENTS & DISCUSSION:**

Additionally attached for the Committee's consideration is the revised proposed Unsightly Premises and Maintenance Bylaw No. 909, 2026 (Version 2).

Staff have incorporated the following amendments to Section 21 (Snow Removal) in response to the Committee's direction:

1. The removal of the term "neighbouring properties" (21.(a)i); and
2. The addition of "Except for the boulevard abutting their premise or premises" (21.(a)i)

Staff have included three examples of snow removal provisions from neighbouring municipalities that have adopted bylaws similar to the proposed bylaw.

*District of Chetwynd*

*Obstruction of and Damage to Streets or Sidewalk*

*5.15.1 No person shall place, or allow to be placed, any debris, rubbish, construction material, earth, fill or snow, or any other thing, which may cause an obstruction on a street or a sidewalk, except with written permission from the Director.*

*5.15.2 No person shall shovel or place, or allow to be shoveled or placed, snow from any private property onto a street, sidewalk or other District property without the written permission of the Director.*

*City of Dawson Creek*

*4.4 All snow or ice moved from sidewalks, footpaths or driveways will be placed on the property of the owner or occupier and cannot be shoveled onto highways or neighbouring properties. Any materials which must be removed from private property will be placed in an area approved by the Director of Development Services.*

*City of Fort St John*

7. *Snow Removal* a) *No person shall deposit or in any way cause to be deposited:*

*i. snow or ice from their parcel and place it on the roadway.*

*ii. snow or ice from their parcel and place it on any City property.*

*iii. snow or ice from a sidewalk or parcel on any fire hydrant or the area adjacent to a fire hydrant which in any way blocks or prevents access or, restricts visibility of the hydrant.*

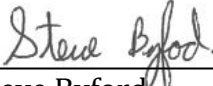
**ALTERNATIVE OPTIONS:**

The Committee of the Whole may elect to refer the draft bylaw amendments back to Staff for further consideration and revision.

**SUMMARY & CONCLUSION:**

Staff are of the view that the proposed amendments will enhance the effectiveness of the District's bylaw and support sustainable development. Protective Services anticipates that these changes will contribute positively to a safe and inclusive community.

**RESPECTFULLY SUBMITTED:**

  
\_\_\_\_\_  
Steve Byford  
Fire Chief

*The District of Taylor's guiding principle is "Safety, Family, then Work."*



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**ATTACHMENT(S):**  [Unsightly Premises and Maintenance Bylaw No. 909, 2026 - Draft](#)

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### **PURPOSE:**

The purpose of this report is to support ongoing bylaw review and development, promote public education, and encourage responsible property ownership within the District.

### **BACKGROUND:**

Unsightly Premises Bylaw No. 876, 2023 was introduced, publicly engaged and adopted by Council in spring of 2023.

### **FINANCIAL IMPLICATIONS:**

Updated fines associated with this bylaw have been attached as Schedule A at the end of the document.

**COMMENTS & DISCUSSION:**

Municipalities use unsightly premises and property maintenance bylaws to help keep communities safe, protect property values, and maintain neighbourhood standards. These rules require property owners to clean up debris, keep vegetation maintained, and address other issues that can cause properties to fall into disrepair. This helps reduce risks like fire hazards and pest problems, and also supports efforts to prevent vandalism, disorder, and neighbourhood decline.

Attached is a red-line version of the proposed bylaw, which strengthens the current bylaw and addresses areas identified by staff.

Notable changes within the proposed bylaw updates are:

- Amending the bylaw title to incorporate the term “and Maintenance.”
- Refining and introducing additional definitions to enhance clarity and consistency.
- Adding "Snow Removal" and storage requirements.
- Updating and adding fines to “Schedule A” to address provisions in the proposed bylaw that were not previously covered.
- Further clarifying requirements related to trees, shrubs, and landscaping that obstruct or interfere with the use of sidewalks, highways, and traffic signage.

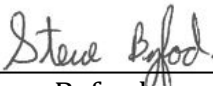
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Staff are of the view that the proposed amendments will enhance the effectiveness of the District’s bylaw and support sustainable development. Protective Services anticipates that these changes will contribute positively to a safe and inclusive community.

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\_\_\_\_\_  
Steve Byford  
Fire Chief

*The District of Taylor’s guiding principle is “Safety, Family, then Work.”*

**UNSIGHTLY PREMISES and MAINTENANCE BYLAW NO. 876909,  
20232026**

A bylaw to establish and enforce minimum standards for properties in the  
District of Taylor

WHEREAS the Council of the District of Taylor wishes to ensure that properties within the District are properly maintained and not allowed to become unsightly;

AND WHEREAS the Council of the District of Taylor may, by bylaw, regulate, prohibit, and impose requirements with respect to the protection and enhancement of the well-being of its community in relation to nuisances, disturbances and other objectionable situations;

AND WHEREAS the Council of the District of Taylor seeks to protect the community from unsightly, hazardous and blighting conditions that contribute to the deterioration of neighbourhoods, to provide for the abatement of such conditions, and to prescribe standards for the maintenance of property;

NOW THEREFORE the Council of the District of Taylor, in open meeting assembled, ENACTS AS FOLLOWS:

**TITLE**

1. This bylaw may be cited as "Unsightly Premises and Maintenance Bylaw No. 873909,  
20232026".

**REPEAL**

2. ~~Nuisances and Unsightly Premises Bylaw No. 465, 1993, Abatement and Prevention of Property Nuisances Bylaw No. 501, 1994 and Abatement and Prevention of Property Nuisances Bylaw No. 556, 1997~~ Unsightly Premises Bylaw No.873, 2023 ~~are is~~ hereby repealed.

**DEFINITIONS**

3. In this bylaw:

"**Boulevard**" means the area between the property line and:

- (a) the edge of the pavement or curb on an adjacent highway; or
- (b) where there is no pavement or curb, the edge of the regularly travelled portion of the adjacent highway, alleys, rights-of-way and utility corridors;

"**Clean Up Order**" means an order issued under Section 23 of this bylaw;

"**Community Charter**" means the *Community Charter*, S.B.C. 2003, c. 26;

"**Council**" means the Council of the District of Taylor;



## **DEFINITIONS** (continued)

3. In this bylaw:

**"Derelict vehicle"** means an unregistered motor vehicle or farm implement that is inoperable, partially or totally disassembled, substantially damaged, wrecked, dilapidated, abandoned, or is in a condition otherwise harmful to public health, safety, or welfare.

**"Destructive insect"** means any insect that is injurious, noxious and troublesome, and includes, but not limited to: destructive defoliators and woody tissues feeders, such as Sawflys, Caterpillars, Hoppers, Leafminers, Budworms, Loopers, Mites, Adelgid and Aphids, Beetles, Weevils, Moths, Midges and Borers, and the list of quarantine pests regulated by the Canadian Food Inspection Agency (CFIA), under the *Plant Protection Act*;

**"Graffiti"** means an unauthorized drawing, printing, or writing that is scratched, sprayed, painted or scribbled on a wall or other surface by an individual or group,

**"Grasses"** means planted or wild vegetation including sod, turf and weeds but excluding fireweed;

**"Highway"** has the same meaning as in the *Community Charter*,

**"Inspector"** means any person who has been appointed by Council to administer and enforce this bylaw;

**"Land"** means any lot, block or other area in which land is held or into which it is subdivided and includes any improvement on a parcel but excludes streets, lanes and Municipality-owned parks and open spaces;

**"Litter"** means substances of no apparent economical value (which may include tins, glass, fabric, discarded clothing, soiled bedding and linen, paper, cardboard, beverage containers and food containers left or deposited outdoors) that can be discarded into a standard household waste container, recycling bin, or garbage bag.

**"Municipality"** means the District of Taylor;



### **DEFINITIONS** (continued)

3. In this bylaw:

**"Noxious weed"** means a plant that grows aggressively, multiplies quickly and adversely affects native habitats and includes but is not limited to:

- (a) Canada thistle, Russian thistle, marsh plume thistle, scentless chamomile, ox-eye daisy, common daisy, common tansy, cleavers, green foxtail, wild mustard, burdock, yellow and orange hawkweed, spotted and diffuse knapweed;
- (b) Every weed designated by regulation as a noxious weed under the *Weed Control Act*, R.S.B.C. 1996, c. 487;
- (c) Every plant identified as an invasive plant by the Peace River Regional District Invasive Plant Committee; and
- (d) A seed of any plant specified above;

**"Occupier"** means a tenant, licensee or other person who occupies or is in possession of a premise or premises or who has control over who is allowed to enter a premise or premises;

**"Overgrown"** includes, with regard to grasses, grasses that are more than 20 cm in height;

**"Owner"** means, in respect of a premise or premises:

- (a) the person registered as the owner in fee simple of the land or improvement; and
- (b) in the case of the absence or incapacity of the person registered as owner of the land or improvement, a trustee, an executor, a guardian, an agent, a mortgagee in possession or other person having the care or control of the land or building;

**"Owner's address"** means either of the following:

- (a) the address given for the owner on the certificate of title for the premise or premises; or
- (b) the most recent contact address provided by the owner to the Municipality;

**"Person"** includes a corporation and the heirs, executors, administrators or other legal representatives of a person;

**"Premise or premises"** means an area of land with or without buildings;



## **DEFINITIONS** (continued)

3. In this bylaw:

"Refuse" includes:

- (a) liquid and solid waste, polluted water, discarded and disused materials, rubbish and litter,
- (b) refrigerators, washing machines, televisions, dryers, air conditioners, vacuum cleaners and other household appliances, including their parts;
- (c) indoor furniture and household goods, including but not limited to, couches, desks, cabinets, mattresses, carpets and rugs, flooring material, books, magazines;
- (d) lights, computers, screens, mobile phones, alarm clocks, watches, stereos, and other electrical appliances, including their parts;
- (e) chattels stored in garbage bags or under tarpaulins;
- (f) dilapidated or dismantled aircraft, boats, trailers;
- (g) grass cuttings, shrubbery and tree pruning, garden waste; and
- (h)       explosives, flammable liquids, diesel fuel and gasoline products;

~~-"Right-of-Way" is a legal agreement or interest in land allowing specific passage or use, often for utilities, roads, or public access, without transferring ownership. but does not include tree stumps, roots and turf;~~

(h) "Weeds Grass and Litter Order" means an order issued under Section 21 of this bylaw.

## **INSPECTORS**

- 4. The Municipality's Fire Chief, Director of Operations and Bylaw Enforcement Officer are appointed as Inspectors under this bylaw.
- 5. Council may, from time to time, appoint additional Inspectors by resolution.

## **RIGHT OF ENTRY**

- 6. Pursuant to Section 16 of the *Community Charter*, an Inspector may enter into or upon any premise or premises within the Municipality at any reasonable time, including for the following purposes:
  - (a) to inspect and determine whether all regulations, prohibitions and requirements imposed under or pursuant to this bylaw are being met;
  - (b) to take action on default of an order under this bylaw; and



### **RIGHT OF ENTRY** (continued)

6. Pursuant to Section 16 of the *Community Charter*, an Inspector may enter into or upon any premise or premises within the Municipality at any reasonable time, including for the following purposes: (continued)
  - (c) to request anything to be produced to assist with an inspection, enforcement or action on default performed for the purpose of this bylaw.
7. An Inspector shall display or produce identification upon the request of an occupant of premise or premises that are the subject of an inspection or work performed by the Municipality under this bylaw.
8. A person must not obstruct an Inspector in the performance of the Inspector's duties.

### **GENERAL PROHIBITIONS**

9. No person shall plant, place or leave the following on a highway, in a park or public space, or outside on any other land within the Municipality:
  - (a) refuse, unless placed in an appropriate receptacle;
  - (b) derelict vehicles;
  - (c) noxious weeds;
  - (d) destructive insects; or
  - (e) yard waste, grass clippings, and tree and hedge cuttings.
- ~~10.~~ No person shall place graffiti on the exterior of any building, fence, or other structure.

~~10.~~

### **BOULEVARD MAINTENANCE**

11. The owner or occupier of a parcel abutting a boulevard must maintain the boulevard by:
  - (a) keeping the boulevard free of refuse, and noxious weeds;
  - (b) not parking vehicles on the boulevard;
  - (c) regularly cutting grasses on the boulevard and treating them for disease;
  - (d) keeping hedges and trees trimmed to prevent visual obstruction or other hazard.
12. No person shall ~~injure or damage~~ any boulevard, injure or damage any tree, shrub, plant, bush or hedge located on a boulevard.

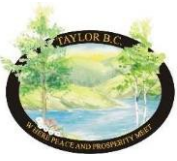


## **BOULEVARD MAINTENANCE** (continued)

13. The owner or occupier shall not place the sweepings, ~~ashes or ashes~~, or refuse from their premises on public boulevards, streets or back alleys.

## **PROPERTY MAINTENANCE STANDARDS**

14. No owner or occupier of a premise or premises shall cause or allow a fence or the exterior of a building or other structure on the premise or premises to fall into disrepair or to become a hazard.
15. No owner or occupier of a premise or premises shall cause or allow the following to be placed outdoors on the premise or premises in a location that is visible from a highway or neighbouring parcel:
  - (a) building materials, unless the owner or occupier of the premise or premises is in possession of a valid building permit from the Municipality, authorizing construction on those premise or premises;
  - (b) chattels belonging to the owner or occupant offered for sale (exceeding 14 days), if the premise or premises are within a residential zone under Zoning Bylaw ~~No. 783, 2014~~ as amended from time to time, or
  - (c) graffiti.
16. The following exceptions apply to Section 15 of this bylaw:
  - (a) Section 15(a) does not apply to a premise or premises containing a licensed business that principally sells building materials;
  - (b) Section 15(b) does not apply to a garage sale on a premise or premises if the garage sale has a duration of no more than two days and occurs a maximum of two (2) times per calendar month.
17. No owner or occupier of a premise or premises(s) shall allow the premise or premises(s) to contain an infestation of destructive insects.



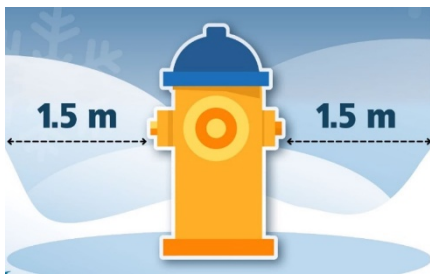
## **PROPERTY MAINTENANCE STANDARDS** (continued)

18. No owner or occupier of a premise or premises shall allow the following to be located outdoors on the premise or premises, including on balconies, decks, patios or within carports:
- (a) refuse;
  - (b) derelict vehicles;
  - (c) an accumulation of yard waste, including an accumulation of grass clippings, tree and hedge cuttings and compost piles; or
  - (d) weeds, brush, bush, trees, or other growth that constitutes a fire or health hazard.
19. Section 18(b) of this bylaw does not apply to a premise or premises containing a licensed salvage yard or licensed automobile dealership.
20. No owner or occupier of a premise or premises shall allow the premise or premises to contain the following:
- (a) litter;
  - (b) overgrown grasses; or
  - (c) noxious weeds.

### 21. Snow Removal

(a) No person shall deposit or in any way cause to be deposited:

- i. all snow or ice moved from footpaths or driveways will be placed on the property of the owner or occupier and cannot be placed onto highways or neighbouring properties. Any material which must be removed from private property will be placed in an area approved by the Director of Operations;
- ii. snow or ice from their premise or premises cannot be placed on any municipal property, including boulevards, ditches, utility corridors or rights-of-way; and
- iii. any snow or ice from a sidewalk, premise or premises cannot be placed on any fire hydrant or the area adjacent (1.5 metre in all directions) to a fire hydrant which in any way blocks or prevents access or restricts visibility of the fire hydrant.



22. No owner or occupier of a premise or premises(s) will allow smelly or messy compost heaps,



excessive animal feces or the production of offensive odours.

23. Only compostable materials are permitted in the municipal compost site. Garbage and household trash are not permitted.

24. No person will obstruct the drainage of surface water on or in any ditch or highway within the municipality.

(e)

### **WEEDS, GRASS AND LITTER ORDER**

24.25. If an Inspector determines that an owner or occupier of a premise or premises has contravened Section 20 of this bylaw, the Inspector may, with prior notice, issue a Weeds, Grass and Litter Order requiring the owner or occupier to remedy the contravention by doing any or all of the following on the premise or premises:

(a) removing and disposing of noxious weeds;

(b) cutting overgrown grasses and removing the cuttings from the premise or premises; ~~and~~

(c) removing and disposing of litter, within the time and in the manner specified in the Weeds, Grass and Litter Order; and

(d) trim and cut back any tree, shrub or landscape screen from a premise or premises boarding a sidewalk or highway. If such tree, shrub or landscape screen encroaches upon the sidewalk, impedes the use of the sidewalk or highway, or impedes viewing of traffic signage.

(e)\_\_\_\_\_.



## **WEEDS, GRASS AND LITTER ORDER** (continued)

22:26. A Weeds, Grass and Litter Order must:

- (a) be in writing;
- (b) identify the person who must fulfill the requirement;
- (c) be posted in a conspicuous location on the premise or premises;
- (d) be sent by regular mail to the owner's address;
- (e) be sent by regular mail to the occupier of the premise or premises if the occupier is the person who must fulfill the requirement;
- (f) provide the owner or occupier of the premise or premises with no less than seven (7) calendar days to fulfill the requirement after the date the Weeds, Grass and Litter Order was posted on the premise or premises and sent; and
- (g) advise that upon default, the Municipality may fulfil the requirement set out in the Weeds, Grass and Litter Order and seek recovery of the costs incurred under Section 17 of the *Community Charter*.

## **CLEAN UP ORDER**

23:27. If an Inspector determines that the regulations, prohibitions and requirements of this bylaw are not being met with respect to a certain premise or premises, the Inspector may, by notice, advise the owner or occupier of the premise or premises of the contravention and request that compliance with this bylaw be achieved within the time period stated in the notice.

24:28. If, after receiving a notice from an Inspector under Section 21 of this bylaw, an owner or occupier fails to remedy a contravention occurring on the owner or occupier's premise or premises, the Inspector may issue a Clean Up Order requiring the owner or occupier to remedy the contravention in the manner specified and within the time specified in the Clean Up Order.

25:29. A Clean Up Order must:

- (a) be in writing;
- (b) identify the person who must fulfill the requirement;
- (c) be hand delivered to the address or sent by regular mail to the owner of the premise or premises at the owner's address; and



## **CLEAN UP ORDER** (continued)

### 25. A Clean Up Order must: (continued)

- (d) be hand delivered to the address or sent by regular mail to the occupier, if the occupier of the premise or premises is the person who must fulfill the requirement;
  - (e) be sent by regular mail to the occupier of the premise or premises if:
    - i. the address of the premise or premises is different from the owner's address; and
    - ii. the owner of the premise or premises is the person must fulfill the requirement;
  - (f) be sent by regular mail to each holder of a registered charge in relation to the premise or premises whose name is included on the assessment roll, if any, at the address set out in that assessment roll and to any later address provided to the Municipality;
  - (g) be posted in a conspicuous place on the premise or premises;
  - (h) provide the owner or occupier with no less than thirty (30) days to fulfill the requirement after the date the Clean Up Order was posted on the premise or premises and sent;
  - (i) advise that a person may request that Council reconsider the Clean Up Order in accordance with this bylaw; and
  - (j) advise that, upon default, the Municipality may fulfil the requirement set out in the Clean Up Order and seek recovery of the costs incurred under Section 17 *Community Charter*.
27. If an Inspector concludes that a person is evading receipt of a Clean Up Order, the Inspector may request that Council, by resolution, authorize steps to be taken as an alternative to compliance with Section 25(c) or 25(d) of this bylaw.
28. A person may request to dispute a Clean Up Order by delivering a request in writing to the Municipality's clerk within 14 days of the date on which the person received or is presumed to have received Clean Up Order.
29. The dispute will go through the bylaw notice dispute adjudication process as outlined in Bylaw Notice Enforcement Bylaw No. 877, 2023.



## **REQUIREMENT AND ACTION ON DEFAULT**

30. An owner or occupier who is required to take action under a Clean Up Order or a Weeds, Grass and Litter Order must comply with that order.
31. If the owner or occupier fails to comply with a Clean Up Order or a Weeds, Grass and Litter Order, the Municipality may, by its employees, contractors and agents, enter onto the premise or premises and take action in accordance with Section 17 of the *Community Charter* and fulfil the requirements of the order and furthermore may recover the cost of such action on default, including administrative costs equal to 15% of the value of all contractor and agent invoices, from the person subject to the order. If such costs remain unpaid by December 31 of the year in which they are owing, the costs may be recovered as property taxes in arrears in accordance with Part 14 Section 258 of the *Community Charter*.
32. If the Municipality's action on default includes the removal of one or more items from the premise or premises, the Inspector may, as the Inspector considers reasonable given the nature, condition and market value of each item:
  - (a) dispose of the item after thirty (30) days;
  - (b) sell the item for salvage and credit the money received against the cost of acting on default and any applicable storage fees; or
  - (c) auction the item and credit the money received against the cost of acting on default.

## **ENFORCEMENT**

33. Any person designated as a Bylaw Enforcement Officer in the Bylaw Enforcement Notice Bylaw or the Municipal Ticket Information Bylaw are also hereby authorized and empowered to enforce the provisions of this Bylaw to the Bylaw Notice Enforcement Bylaw ~~No. 877, 2023~~, as amended from time to time, or by the Municipal Ticket Information System Bylaw No. 468, 1993 as amended from time to time.

## **OFFENCE AND PENALTIES**

34. The penalty for a contravention dealt with by bylaw notice in accordance with the Bylaw Notice Enforcement Bylaw ~~No. 877, 2023~~ is as follows:
  - (a) The Penalty amount set out in Column A3 of Schedule "A" is payable for the corresponding contravention except when subsections 32(b) or 32(c) apply;
  - (b) The early Payment Penalty set out in Column A4 of Schedule "A" applies if payment is received by the District within 14 days of the person receiving or being presumed to have received the bylaw notice; and



\_\_\_\_\_

\_\_\_\_\_

**OFFENCE AND PENALTIES** (continued)

34. The penalty for a contravention dealt with by bylaw notice in accordance with the Bylaw Notice Enforcement Bylaw ~~No. 877, 2023~~ is as follows: (continued)
- (c) The Late Payment Penalty set out in Column A5 of Schedule "A" applies if payment is received more than 31 days after the person received or is presumed to have received the bylaw notice.

**GENERAL**

35. If any portion of this bylaw is held to be invalid by a decision of a Court of competent jurisdiction, such invalidity will not affect the validity of the remaining portions of this bylaw.

READ FOR THE FIRST THREE TIMES this \_\_\_\_\_ day of  
\_\_\_\_\_ ~~2024~~2026.

ADOPTED this \_\_\_\_\_ day of  
\_\_\_\_\_ ~~2026~~24.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer



### SCHEDULE A

<b>A1 Section</b>	<b>A2 Description</b>	<b>A3 Penalty (15-30 Days)</b>	<b>A4 Early Payment (1-14 Days)</b>	<b>A5 Late Payment 31-60 Days) (Collections 60+</b>	<b>Compliance Agreement Available (50% of Penalty)</b>
8	Obstructing an Inspector	200	150	250	No
9	Illegal dumping	200	150	250	No
10	Applying graffiti	200	150	250	No
11(a)	Fail to clear boulevard	200	150	250	Yes
11(b)	Parking on boulevard	200	150	250	Yes
11(c)	Fail to mow boulevard grass	200	150	250	Yes
11(d)	Damage to plant on boulevard	200	150	250	Yes
12	Fail to trim hedge or tree	200	150	250	Yes
13	Dispose of sweepings, snow, ashes, refuse on sidewalk, street or in back alley	200	150	250	No
14	Dilapidated or unsafe structure	300	250	350	Yes
15(a)	Building materials in view	200	100	250	Yes
15(b)	Prohibited sales	200	100	250	Yes
15(c)	Failure to remove graffiti	200	150	250	Yes
17	Destructive insect infestation	200	150	250	Yes
18(a)	Accumulation of refuse	200	150	250	Yes
18(b)	Derelict vehicle or parts in view	200	150	250	Yes



**SCHEDULE A**

<b>A1 Section</b>	<b>A2 Description</b>	<b>A3 Penalty (15-30 Days)</b>	<b>A4 Early Payment (1-14 Days)</b>	<b>A5 Late Payment 31-60 Days) (Collections 60+</b>	<b>Compliance Agreement Available (50% of Penalty)</b>
18(c)	Accumulation of yard waste	200	150	250	Yes
18(d)	Hazardous plant growth	200	150	250	Yes
20(a)	Litter on premise or premises	200	150	250	Yes
20(b)	Failure to cut grass	200	100	250	Yes
20(c)	Noxious weeds on premise or premises	200	150	250	Yes
<u>20(d)</u>	<u>Tree, shrub or landscape screen encroachment</u>	<u>200</u>	<u>150</u>	<u>250</u>	<u>Yes</u>
<u>21(a)(i)</u>	<u>Snow removal, depositing (roadway)</u>	<u>200</u>	<u>150</u>	<u>250</u>	<u>Yes</u>
<u>21(a)(ii)</u>	<u>Snow removal, depositing (municipal property)</u>	<u>200</u>	<u>150</u>	<u>250</u>	<u>Yes</u>
<u>21(a)(iii)</u>	<u>Snow removal, depositing / visibility (fire hydrant)</u>	<u>300</u>	<u>250</u>	<u>350</u>	<u>No</u>
<u>22</u>	<u>Offensive odours</u>	<u>200</u>	<u>150</u>	<u>250</u>	<u>Yes</u>
<u>23</u>	<u>Compost site misuse</u>	<u>200</u>	<u>150</u>	<u>250</u>	<u>Yes</u>
<u>24</u>	<u>Drainage of surface water</u>	<u>200</u>	<u>150</u>	<u>250</u>	<u>Yes</u>

## **UNSIGHTLY PREMISES and MAINTENANCE BYLAW NO. 909, 2026**

A bylaw to establish and enforce minimum standards for properties in the District of Taylor

WHEREAS the Council of the District of Taylor wishes to ensure that properties within the District are properly maintained and not allowed to become unsightly;

AND WHEREAS the Council of the District of Taylor may, by bylaw, regulate, prohibit, and impose requirements with respect to the protection and enhancement of the well-being of its community in relation to nuisances, disturbances and other objectionable situations;

AND WHEREAS the Council of the District of Taylor seeks to protect the community from unsightly, hazardous and blighting conditions that contribute to the deterioration of neighbourhoods, to provide for the abatement of such conditions, and to prescribe standards for the maintenance of property;

NOW THEREFORE the Council of the District of Taylor, in open meeting assembled, ENACTS AS FOLLOWS:

### **TITLE**

1. This bylaw may be cited as "Unsightly Premises and Maintenance Bylaw No. 909, 2026".

### **REPEAL**

2. Unsightly Premises Bylaw No.873, 2023 is hereby repealed.

### **DEFINITIONS**

3. In this bylaw:

**"Boulevard"** means the area between the property line and:

- (a) the edge of the pavement or curb on an adjacent highway; or
- (b) where there is no pavement or curb, the edge of the regularly travelled portion of the adjacent highway, alleys, rights-of-way and utility corridors;

**"Clean Up Order"** means an order issued under Section 23 of this bylaw;

**"Community Charter"** means the *Community Charter*, S.B.C. 2003, c. 26;

**"Council"** means the Council of the District of Taylor;



**DEFINITIONS** (continued)

3. In this bylaw:

**"Derelict vehicle"** means an unregistered motor vehicle or farm implement that is inoperable, partially or totally disassembled, substantially damaged, wrecked, dilapidated, abandoned, or is in a condition otherwise harmful to public health, safety, or welfare.

**"Destructive insect"** means any insect that is injurious, noxious and troublesome, and includes, but not limited to: destructive defoliators and woody tissues feeders, such as Sawflys, Caterpillars, Hoppers, Leafminers, Budworms, Loopers, Mites, Adelgid and Aphids, Beetles, Weevils, Moths, Midges and Borers, and the list of quarantine pests regulated by the Canadian Food Inspection Agency (CFIA), under the *Plant Protection Act*;

**"Graffiti"** means an unauthorized drawing, printing, or writing that is scratched, sprayed, painted or scribbled on a wall or other surface by an individual or group,

**"Grasses"** means planted or wild vegetation including sod, turf and weeds but excluding fireweed;

**"Highway"** has the same meaning as in the *Community Charter*,

**"Inspector"** means any person who has been appointed by Council to administer and enforce this bylaw;

**"Land"** means any lot, block or other area in which land is held or into which it is subdivided and includes any improvement on a parcel but excludes streets, lanes and Municipality-owned parks and open spaces;

**"Litter"** means substances of no apparent economical value (which may include tins, glass, fabric, discarded clothing, soiled bedding and linen, paper, cardboard, beverage containers and food containers left or deposited outdoors) that can be discarded into a standard household waste container, recycling bin, or garbage bag.

**"Municipality"** means the District of Taylor;



**DEFINITIONS** (continued)

3. In this bylaw:

**"Noxious weed"** means a plant that grows aggressively, multiplies quickly and adversely affects native habitats and includes but is not limited to:

- (a) Canada thistle, Russian thistle, marsh plume thistle, scentless chamomile, ox-eye daisy, common daisy, common tansy, cleavers, green foxtail, wild mustard, burdock, yellow and orange hawkweed, spotted and diffuse knapweed;
- (b) Every weed designated by regulation as a noxious weed under the *Weed Control Act*, R.S.B.C. 1996, c. 487;
- (c) Every plant identified as an invasive plant by the Peace River Regional District Invasive Plant Committee; and
- (d) A seed of any plant specified above;

**"Occupier"** means a tenant, licensee or other person who occupies or is in possession of a premise or premises or who has control over who is allowed to enter a premise or premises;

**"Overgrown"** includes, with regard to grasses, grasses that are more than 20 cm in height;

**"Owner"** means, in respect of a premise or premises:

- (a) the person registered as the owner in fee simple of the land or improvement; and
- (b) in the case of the absence or incapacity of the person registered as owner of the land or improvement, a trustee, an executor, a guardian, an agent, a mortgagee in possession or other person having the care or control of the land or building;

**"Owner's address"** means either of the following:

- (a) the address given for the owner on the certificate of title for the premise or premises; or
- (b) the most recent contact address provided by the owner to the Municipality;

**"Person"** includes a corporation and the heirs, executors, administrators or other legal representatives of a person;

**"Premise or premises"** means an area of land with or without buildings;



**DEFINITIONS** (continued)

3. In this bylaw:

"Refuse" includes:

- (a) liquid and solid waste, polluted water, discarded and disused materials, rubbish and litter,
- (b) refrigerators, washing machines, televisions, dryers, air conditioners, vacuum cleaners and other household appliances, including their parts;
- (c) indoor furniture and household goods, including but not limited to, couches, desks, cabinets, mattresses, carpets and rugs, flooring material, books, magazines;
- (d) lights, computers, screens, mobile phones, alarm clocks, watches, stereos, and other electrical appliances, including their parts;
- (e) chattels stored in garbage bags or under tarpaulins;
- (f) dilapidated or dismantled aircraft, boats, trailers;
- (g) grass cuttings, shrubbery and tree pruning, garden waste; and
- (h) explosives, flammable liquids, diesel fuel and gasoline products;

"Right-of-Way" is a legal agreement or interest in land allowing specific passage or use, often for utilities, roads, or public access, without transferring ownership.

"Weeds Grass and Litter Order" means an order issued under Section 21 of this bylaw.

**INSPECTORS**

4. The Municipality's Fire Chief, Director of Operations and Bylaw Enforcement Officer are appointed as Inspectors under this bylaw.
5. Council may, from time to time, appoint additional Inspectors by resolution.

**RIGHT OF ENTRY**

6. Pursuant to Section 16 of the *Community Charter*, an Inspector may enter into or upon any premise or premises within the Municipality at any reasonable time, including for the following purposes:
  - (a) to inspect and determine whether all regulations, prohibitions and requirements imposed under or pursuant to this bylaw are being met;
  - (b) to take action on default of an order under this bylaw; and



**RIGHT OF ENTRY** (continued)

6. Pursuant to Section 16 of the *Community Charter*, an Inspector may enter into or upon any premise or premises within the Municipality at any reasonable time, including for the following purposes: (continued)
  - (c) to request anything to be produced to assist with an inspection, enforcement or action on default performed for the purpose of this bylaw.
7. An Inspector shall display or produce identification upon the request of an occupant of premise or premises that are the subject of an inspection or work performed by the Municipality under this bylaw.
8. A person must not obstruct an Inspector in the performance of the Inspector's duties.

**GENERAL PROHIBITIONS**

9. No person shall plant, place or leave the following on a highway, in a park or public space, or outside on any other land within the Municipality:
  - (a) refuse, unless placed in an appropriate receptacle;
  - (b) derelict vehicles;
  - (c) noxious weeds;
  - (d) destructive insects; or
  - (e) yard waste, grass clippings, and tree and hedge cuttings.
10. No person shall place graffiti on the exterior of any building, fence, or other structure.

**BOULEVARD MAINTENANCE**

11. The owner or occupier of a parcel abutting a boulevard must maintain the boulevard by:
  - (a) keeping the boulevard free of refuse, and noxious weeds;
  - (b) not parking vehicles on the boulevard;
  - (c) regularly cutting grasses on the boulevard and treating them for disease;
  - (d) keeping hedges and trees trimmed to prevent visual obstruction or other hazard.
12. No person shall damage any boulevard, injure or damage any tree, shrub, plant, bush or hedge located on a boulevard.



**BOULEVARD MAINTENANCE** (continued)

13. The owner or occupier shall not place the sweepings, ashes, or refuse from their premises on public boulevards, streets or back alleys.

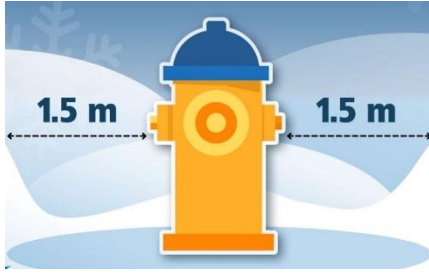
**PROPERTY MAINTENANCE STANDARDS**

14. No owner or occupier of a premise or premises shall cause or allow a fence or the exterior of a building or other structure on the premise or premises to fall into disrepair or to become a hazard.
15. No owner or occupier of a premise or premises shall cause or allow the following to be placed outdoors on the premise or premises in a location that is visible from a highway or neighbouring parcel:
- (a) building materials, unless the owner or occupier of the premise or premises is in possession of a valid building permit from the Municipality, authorizing construction on those premise or premises;
  - (b) chattels belonging to the owner or occupant offered for sale (exceeding 14 days), if the premise or premises are within a residential zone under Zoning Bylaw, as amended from time to time, or
  - (c) graffiti.
16. The following exceptions apply to Section 15 of this bylaw:
- (a) Section 15(a) does not apply to a premise or premises containing a licensed business that principally sells building materials;
  - (b) Section 15(b) does not apply to a garage sale on a premise or premises if the garage sale has a duration of no more than two days and occurs a maximum of two (2) times per calendar month.
17. No owner or occupier of a premise or premises(s) shall allow the premise or premises(s) to contain an infestation of destructive insects.



**PROPERTY MAINTENANCE STANDARDS** (continued)

18. No owner or occupier of a premise or premises shall allow the following to be located outdoors on the premise or premises, including on balconies, decks, patios or within carports:
  - (a) refuse;
  - (b) derelict vehicles;
  - (c) an accumulation of yard waste, including an accumulation of grass clippings, tree and hedge cuttings and compost piles; or
  - (d) weeds, brush, bush, trees, or other growth that constitutes a fire or health hazard.
  
19. Section 18(b) of this bylaw does not apply to a premise or premises containing a licensed salvage yard or licensed automobile dealership.
  
20. No owner or occupier of a premise or premises shall allow the premise or premises to contain the following:
  - (a) litter;
  - (b) overgrown grasses; or
  - (c) noxious weeds.
  
21. Snow Removal
  - (a) No person shall deposit or in any way cause to be deposited:
    - i. all snow or ice moved from footpaths or driveways will be placed on their ~~property~~ premise or premises, of the owner or occupier and cannot be placed onto highways, municipal property, including boulevards, ditches, utility corridors or rights-of-way, or neighbouring properties. Except for the boulevard abutting their premise or premises. Any material which must be removed from ~~private property~~ their premise or premises will be placed in an area approved by the Director of Operations; and
    - ii. ~~snow or ice from their premise or premises cannot be placed on any municipal property, including boulevards, ditches, utility corridors or rights-of-way; and~~
    - iii. any snow or ice from a sidewalk, premise or premises cannot be placed on any fire hydrant or the area adjacent (1.5 metre in all directions) to a fire hydrant which in any way blocks or prevents access or restricts visibility of the fire hydrant.



22. No owner or occupier of a premise or premises(s) will allow smelly or messy compost heaps, excessive animal feces or the production of offensive odours.
23. Only compostable materials are permitted in the municipal compost site. Garbage and household trash are not permitted.
24. No person will obstruct the drainage of surface water on or in any ditch or highway within the municipality.

#### **WEEDS, GRASS AND LITTER ORDER**

25. If an Inspector determines that an owner or occupier of a premise or premises has contravened Section 20 of this bylaw, the Inspector may, with prior notice, issue a Weeds, Grass and Litter Order requiring the owner or occupier to remedy the contravention by doing any or all of the following on the premise or premises:
  - (a) removing and disposing of noxious weeds;
  - (b) cutting overgrown grasses and removing the cuttings from the premise or premises;
  - (c) removing and disposing of litter, within the time and in the manner specified in the Weeds, Grass and Litter Order; and
  - (d) trim and cut back any tree, shrub or landscape screen from a premise or premises boarding a sidewalk or highway. If such tree, shrub or landscape screen encroaches upon the sidewalk, impedes the use of the sidewalk or highway, or impedes viewing of traffic signage.



**WEEDS, GRASS AND LITTER ORDER** (continued)

26. A Weeds, Grass and Litter Order must:
- (a) be in writing;
  - (b) identify the person who must fulfill the requirement;
  - (c) be posted in a conspicuous location on the premise or premises;
  - (d) be sent by regular mail to the owner's address;
  - (e) be sent by regular mail to the occupier of the premise or premises if the occupier is the person who must fulfill the requirement;
  - (f) provide the owner or occupier of the premise or premises with no less than seven (7) calendar days to fulfill the requirement after the date the Weeds, Grass and Litter Order was posted on the premise or premises and sent; and
  - (g) advise that upon default, the Municipality may fulfil the requirement set out in the Weeds, Grass and Litter Order and seek recovery of the costs incurred under Section 17 of the *Community Charter*.

**CLEAN UP ORDER**

27. If an Inspector determines that the regulations, prohibitions and requirements of this bylaw are not being met with respect to a certain premise or premises, the Inspector may, by notice, advise the owner or occupier of the premise or premises of the contravention and request that compliance with this bylaw be achieved within the time period stated in the notice.
28. If, after receiving a notice from an Inspector under Section 21 of this bylaw, an owner or occupier fails to remedy a contravention occurring on the owner or occupier's premise or premises, the Inspector may issue a Clean Up Order requiring the owner or occupier to remedy the contravention in the manner specified and within the time specified in the Clean Up Order.
29. A Clean Up Order must:
- (a) be in writing;
  - (b) identify the person who must fulfill the requirement;
  - (c) be hand delivered to the address or sent by regular mail to the owner of the premise or premises at the owner's address; and



**CLEAN UP ORDER** (continued)

25. A Clean Up Order must: (continued)

- (d) be hand delivered to the address or sent by regular mail to the occupier, if the occupier of the premise or premises is the person who must fulfill the requirement;
  - (e) be sent by regular mail to the occupier of the premise or premises if:
    - i. the address of the premise or premises is different from the owner's address; and
    - ii. the owner of the premise or premises is the person must fulfill the requirement;
  - (f) be sent by regular mail to each holder of a registered charge in relation to the premise or premises whose name is included on the assessment roll, if any, at the address set out in that assessment roll and to any later address provided to the Municipality;
  - (g) be posted in a conspicuous place on the premise or premises;
  - (h) provide the owner or occupier with no less than thirty (30) days to fulfill the requirement after the date the Clean Up Order was posted on the premise or premises and sent;
  - (i) advise that a person may request that Council reconsider the Clean Up Order in accordance with this bylaw; and
  - (j) advise that, upon default, the Municipality may fulfil the requirement set out in the Clean Up Order and seek recovery of the costs incurred under Section 17 *Community Charter*.
27. If an Inspector concludes that a person is evading receipt of a Clean Up Order, the Inspector may request that Council, by resolution, authorize steps to be taken as an alternative to compliance with Section 25(c) or 25(d) of this bylaw.
28. A person may request to dispute a Clean Up Order by delivering a request in writing to the Municipality's clerk within 14 days of the date on which the person received or is presumed to have received Clean Up Order.
29. The dispute will go through the bylaw notice dispute adjudication process as outlined in Bylaw Notice Enforcement Bylaw No. 877, 2023.



### **REQUIREMENT AND ACTION ON DEFAULT**

30. An owner or occupier who is required to take action under a Clean Up Order or a Weeds, Grass and Litter Order must comply with that order.
31. If the owner or occupier fails to comply with a Clean Up Order or a Weeds, Grass and Litter Order, the Municipality may, by its employees, contractors and agents, enter onto the premise or premises and take action in accordance with Section 17 of the *Community Charter* and fulfil the requirements of the order and furthermore may recover the cost of such action on default, including administrative costs equal to 15% of the value of all contractor and agent invoices, from the person subject to the order. If such costs remain unpaid by December 31 of the year in which they are owing, the costs may be recovered as property taxes in arrears in accordance with Part 14 Section 258 of the *Community Charter*.
32. If the Municipality's action on default includes the removal of one or more items from the premise or premises, the Inspector may, as the Inspector considers reasonable given the nature, condition and market value of each item:
  - (a) dispose of the item after thirty (30) days;
  - (b) sell the item for salvage and credit the money received against the cost of acting on default and any applicable storage fees; or
  - (c) auction the item and credit the money received against the cost of acting on default.

### **ENFORCEMENT**

33. Any person designated as a Bylaw Enforcement Officer in the Bylaw Enforcement Notice Bylaw or the Municipal Ticket Information Bylaw are also hereby authorized and empowered to enforce the provisions of this Bylaw to the Bylaw Notice Enforcement Bylaw, as amended from time to time, or by the Municipal Ticket Information System Bylaw No. 468, 1993 as amended from time to time.

### **OFFENCE AND PENALTIES**

34. The penalty for a contravention dealt with by bylaw notice in accordance with the Bylaw Notice Enforcement Bylaw is as follows:
  - (a) The Penalty amount set out in Column A3 of Schedule "A" is payable for the corresponding contravention except when subsections 32(b) or 32(c) apply;
  - (b) The early Payment Penalty set out in Column A4 of Schedule "A" applies if payment is received by the District within 14 days of the person receiving or being presumed to have received the bylaw notice; and



**OFFENCE AND PENALTIES** (continued)

34. The penalty for a contravention dealt with by bylaw notice in accordance with the Bylaw Notice Enforcement Bylaw as follows: (continued)
- (c) The Late Payment Penalty set out in Column A5 of Schedule "A" applies if payment is received more than 31 days after the person received or is presumed to have received the bylaw notice.

**GENERAL**

35. If any portion of this bylaw is held to be invalid by a decision of a Court of competent jurisdiction, such invalidity will not affect the validity of the remaining portions of this bylaw.

READ FOR THE FIRST THREE TIMES this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer



**SCHEDULE A**

<b>A1 Section</b>	<b>A2 Description</b>	<b>A3 Penalty (15-30 Days)</b>	<b>A4 Early Payment (1-14 Days)</b>	<b>A5 Late Payment 31-60 Days) (Collections 60+)</b>	<b>Compliance Agreement Available (50% of Penalty)</b>
8	Obstructing an Inspector	200	150	250	No
9	Illegal dumping	200	150	250	No
10	Applying graffiti	200	150	250	No
11(a)	Fail to clear boulevard	200	150	250	Yes
11(b)	Parking on boulevard	200	150	250	Yes
11(c)	Fail to mow boulevard grass	200	150	250	Yes
11(d)	Damage to plant on boulevard	200	150	250	Yes
12	Fail to trim hedge or tree	200	150	250	Yes
13	Dispose of sweepings, snow, ashes, refuse on sidewalk, street or in back alley	200	150	250	No
14	Dilapidated or unsafe structure	300	250	350	Yes
15(a)	Building materials in view	200	100	250	Yes
15(b)	Prohibited sales	200	100	250	Yes
15(c)	Failure to remove graffiti	200	150	250	Yes
17	Destructive insect infestation	200	150	250	Yes
18(a)	Accumulation of refuse	200	150	250	Yes
18(b)	Derelict vehicle or parts in view	200	150	250	Yes



SCHEDULE A					
A1 Section	A2 Description	A3 Penalty (15-30 Days)	A4 Early Payment (1-14 Days)	A5 Late Payment 31-60 Days) (Collections 60+)	Compliance Agreement Available (50% of Penalty)
18(c)	Accumulation of yard waste	200	150	250	Yes
18(d)	Hazardous plant growth	200	150	250	Yes
20(a)	Litter on premise or premises	200	150	250	Yes
20(b)	Failure to cut grass	200	100	250	Yes
20(c)	Noxious weeds on premise or premises	200	150	250	Yes
20(d)	Tree, shrub or landscape screen encroachment	200	150	250	Yes
21(a)(i)	Snow removal, depositing (roadway, <u>municipal property</u> )	200	150	250	Yes
<del>21(a)(ii)</del>	<del>Snow removal, depositing- (municipal property)</del>	<del>200</del>	<del>150</del>	<del>250</del>	<del>Yes</del>
21(a)(iii)	Snow removal, depositing / visibility (fire hydrant)	300	250	350	No
22	Offensive odours	200	150	250	Yes
23	Compost site misuse	200	150	250	Yes
24	Drainage of surface water	200	150	250	Yes