Town of Creston

Consolidated to March 24, 2026

Bylaw No. 1813

A Bylaw relating to the care and maintenance of private property and adjoining public places within the Town of Creston.

WHEREAS Sections 62 and 64 of the *Community Charter* empower Council to enact regulations governing the appearance and maintenance of Property and public places;

AND WHEREAS the Council wishes to regulate property maintenance within the Town of Creston;

NOW THEREFORE, the Council of the Town of Creston, in open meeting assembled, enacts as follows:

Part 1 Citation

1.1 This Bylaw may be cited as "Property Maintenance Bylaw No. 1813, 2015".

Part 2 Severability

2.1 If a portion of this Bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this Bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

Part 3 Previous Bylaw Repeal

3.1 Town of Creston Bylaw No. 1306, cited as "Property Cleanup Bylaw No. 1306", and all amendments are hereby repealed.

Part 4 Definitions

In this Bylaw,

"Authorized Agent" means a person contracted by the Town to provide pest control services. **BL#2047**

"**Authorized Representative**" means a person appointed or designated by Council for the purposes of administering and enforcing this Bylaw, and includes the Town's Public Safety and Compliance Officer(s), Director of Municipal Services, Town Manager or any designate assigned temporary duties by an individual holding the before mentioned positions.

"**Boulevard**" means the landscaped portion of a Highway, such as a grass strip between the travelled portion of the roadway and the adjoining Properties or the center strip of a Highway dividing traffic travelling in different directions, and includes curbs, sidewalks and ditches.

"Building" means any structure used or intended for supporting or sheltering any use or occupancy.

"Council" means the duly elected Council of the Town of Creston.

"Garbage" includes rubbish, refuse, ashes, filth, discarded materials and the bodies or parts of vehicles or machinery.

"**Graffiti**" means a drawing, printing, picture, writing or other mark scratched, sprayed, painted or scribbled or otherwise inscribed on a wall or other surface, but does not include a sign, art installation or mural for which a Permit has been issued by the Municipality.

"Harbourage" means shelter or refuge. **BL#1906**

"Highway" includes a public street, path, sidewalk, walkway, trail, lane, bridge, road, thoroughfare and any other public way.

"**Infestation"** means evidence of the ongoing presence of Pests or Vermin as determined by the Town's Authorized Agent. **BL#1906**

"Land" means land as defined in paragraph (b) of the Schedule to the *Community Charter.*

"Improvements" means improvements as defined in the *Assessment Act*.

"Lawn" means an area of Land, excluding water, on residential or commercial Property, or the part of a public garden, park or other public place that is covered with grass or other ground cover and is to be kept mowed.

"**Municipality**" means either, depending on the context,
a) the corporation of the Town of Creston, or
b) the geographical area encompassed by and incorporated as the Town of Creston.

"**Occupier**" has the same meaning as in paragraph (b) of the definition of occupier in the Schedule to the *Community Charter.*

"**Owner**" shall have the same meaning as set out in the *Community Charter.*

"Pests or Vermin" means rodents or other destructive animals that may harm or spread disease to vegetation, food, pets, livestock, or humans. **BL#2047**

"**Property**" means Land with or without Improvements and includes a Highway.

"**Public Place**" means any Property owned or occupied by a local government, the Province of British Columbia or the Government of Canada and includes any highway, boulevard, sidewalk, park, and walkway.

"Refuse" means refuse, garbage or other material, which is noxious, offensive or unwholesome and includes but is not limited to any of the following:
a) discarded construction or demolition material
b) furniture and mattresses
c) clothing
d) inoperative appliances, furnace, heater, fuel tanks, electronic goods
e) machinery
f) tires
g) a Vehicle that appears, by reason of its appearance, mechanical condition or lack of current licence plates, to be inoperative.
h) yard waste

"**Unsightly**" means property having any one or more of the following characteristics:

a) the accumulation of Refuse, brush, discarded materials, water or Graffiti;
b) fences characterized by holes, breaks, rot, crumbling, cracking, peeling or rusting;
c) landscaping that is dead, characterized by uncontrolled growth or lack of maintenance, or that is damaged;
d) a lowering in quality of the condition or appearance of a building or structure or parts thereof 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; or
e) any other similar conditions of disrepair and deterioration regardless of the condition of other properties in the neighbourhood.

"Vehicle" has the same meaning as vehicle in the *Motor Vehicle Act.*

"**Warning**" means a Warning issued pursuant to Part 7 of this Bylaw.

"Yard Waste" means the accumulation of refuse, including garden material or vegetation with the exception of a structured and well-maintained backyard compost pile.

Part 5 Prohibition

Accumulation

5.1 No Owner or Occupier of Property within the Municipality shall cause or permit Refuse or water to collect or accumulate on the Property. **BL#2047**

Graffiti

5.2 No person shall place Graffiti or cause Graffiti to be placed on a sidewalk, wall or building, fence, sign or any other structure or surface in or on private Property or a Public Place in the Municipality.

Refuse

5.3 No person shall litter, deposit, throw or discard bottles, broken glass or other Refuse in any open place in the Municipality.

Unsightliness

5.4 No Owner or Occupier of Property within the Municipality shall permit or allow the Property to become or remain Unsightly. **BL#2047**

Part 6 Property Standards

Property Maintenance

6.1 No part of this Bylaw shall be deemed to prevent the lawful storage and keeping of material in or on any non-residential Property, if a lawful use, requiring that the material be kept or stored, is conducted on the Property and the materials are stored in a neat and orderly fashion.

6.2 The Owner or Occupier of Property, at their own expense, must keep the Property clean and free from

(a) buildings or other structures that are dilapidated or collapsed, and

(b) graffiti.

6.3 The Owner or Occupier of a Property must not park, store, leave or allow any mechanical equipment, vehicle, trailer, boat or a remnant or any part of them that is in a wrecked, discarded, dismantled or inoperative condition to be parked, stored or left on the Property, unless the Property may be lawfully used for that purpose.

6.4 The Owner or Occupier of Property must, at their own expense,

(a) mow and maintain, at a height of not more than 20 centimetres, any lawn on the Property;

(b) remove, trees or other plants, or prune limbs or branches of them, that are dead, diseased, decayed or damaged; and,

(c) trim and maintain all hedges, shrubs, trees, or other plants on the Property to ensure that a hedge, shrub, tree, or other plant does not: **BL#2047**
(i) obstruct the safety of the public;
(ii) affect the safety of vehicular or pedestrian traffic;
(iii) constitute an obstruction of view for vehicular traffic;
(iv) wholly or partly conceal or interfere with the use of hydrants or water valves;
(v) overhang or encroach upon any pavement, sidewalk or travelled portion of a Highway abutting the Property.

Boulevard Maintenance

6.5 The Owner or Occupier of Property fronting onto a Boulevard, at their own expense, must

(a) keep the Boulevard free from garbage or other matter, debris and objects that might create a health, fire or accident hazard; and

(b) maintain the Boulevard to a standard that includes, but is not limited to, mowing a lawn on the Boulevard in accordance with Section 6.4(a) of this Bylaw.

Pests and Vermin **BL#2047**

6.6 The Owner and Occupier of a Property shall ensure that the following situations are not created or allowed to exist on the Property:

(a) Infestations of Pests or Vermin; and

(b) any condition, matter or thing that provides, or may provide, food or harbourage for Pests or Vermin.

6.7 Where Infestation in contravention of Section 6.6 exists, the Owner and Occupier of the Property must abate the Infestation by

(a) the use of traps and other self-abatement measures, including the removal of any condition, matter or things that provide food or harbourage for Pests or Vermin; or

(b) a monitored pest control program with a Certified Pest Control Agency, until such time as the Infestation has been effectively abated as determined by the Town's Authorized Representative.

6.8 Where Infestation is abated through the use of a monitored pest control program pursuant to Section 6.7(b), the Owner and Occupier must

(a) maintain pest control records as created by a Certified Pest Control Agency; and

(b) produce pest control records for review by the Town's Authorized Agent upon demand.

6.9 Carcasses of dead Pests or Vermin shall be double-bagged and disposed of by

(a) placement with the solid waste regularly collected from the Property; or

(b) drop-off at a designated landfill.

PART 7 Right of Entry, Inspection and Warning

7.1 An Authorized Representative of the Municipality may enter on Property within the Municipality in accordance with the procedures prescribed in Section 16 of the *Community Charter* for the purposes of

(a) inspecting and determining whether all regulations, prohibitions and requirements of this Bylaw are being met; and

(b) taking action authorized under Section 17 of the *Community Charter.*

7.2 No person shall obstruct or interfere with an Authorized Representative in the exercise of the powers conferred on the Authorized Representative under this Bylaw.

If an Authorized Representative considers that an Owner or Occupier of Property has contravened any one or more provisions of this Bylaw in relation to the Property, the Authorized Representative may issue a Warning to the Owner or Occupier of the Property to comply with this Bylaw.

7.3 The Warning must: **BL#2047**

(a) be delivered in accordance with Section 7.4;

(b) describe the Property by municipal address, location, or legal description;

(c) order the Owner or Occupier to complete specified repairs, demolition, clearing, clean-up, or other remedial measures;

(d) advise the Owner or Occupier that the town may, pursuant to Section 9.1 of this Bylaw, take action in default at the Owner or Occupier's expense, if the Owner or Occupier fails to comply with the Warning;

(e) if a choice of remedial measures is provided under Section 7.3(c), specify which of those remedial measures the Town may take or cause to be taken in default;

(f) state the date by which the Owner or Occupier must complete the specified remedial measures under Section 7.3(c), which date must be no earlier than 14 days after the Warning is used; and,

(g) outline the procedure for appeal of the Warning under Part 8 of this Bylaw.

7.4 A Warning must be delivered: **BL#2047**

(a) in the case of a Warning issued to an Occupier, by personal service, with a copy sent by regular mail to the address of the registered owner in the Land Title Office; and,

(b) in the case of a Warning issued to an Owner, by personal service or by posting of the Warning on the Property, with a copy sent by regular mail to the address of the registered owner in the Land Title Office.

PART 8 Right of Appeal

8.1 The Owner or Occupier of the Property may appeal the Warning issued under Part 7 of this Bylaw by submitting to the Town Manager written reasons for appeal, prior to the expiry date of the Warning.

8.2 Upon receipt of written reasons for appeal, the Town Manager shall reconsider the issuance of the Warning and do one of the following:

(a) affirm the Warning;

(b) modify the Warning; or,

(c) cancel the Warning.

BL#2047

Part 9 Remedy and Penalty

9.1 If an Owner or Occupier of a Property has been issued a Warning and fails to complete the specified remedial measures by the expiry date of the Warning, the Town may, by its staff or contractors:

(a) complete any or all of the remedial measures;

(b) invoice the Owner or Occupier for completion of the remedial measures at the rates specified in the Fees and Charges Bylaw No. 1763, 2011, as amended from time to time; and,

(c) recover the costs incurred from the Owner or Occupier as a debt.

BL#2047

9.2 Every person who violates a provision of this Bylaw, or who consents, allows or permits an act or thing to be done in violation of a provision of this Bylaw, or who neglects or refrains from doing anything required by a provision of this Bylaw, commits an office. Each day during which the contravention continues, constitutes a new and separate offence. **BL#2047**

9.3 A person who commits an offence under this Bylaw is liable, upon summary conviction, to a fine not exceeding $50,000 and not less than $1,000, and, in the case of a continuing offence, is liable to pay such fine for each day that the offence continues.

BL#2047

9.4 Without limiting the remedies available to the Town, this Bylaw may be enforced by Bylaw Notice. **BL#2047**

READ A FIRST TIME by title and SECOND TIME by content this 14th day of April, 2015.

READ A THIRD TIME by title this 14th day of April, 2015.

ADOPTED this 28th day of April, 2015.

"Ron Toyota"
Mayor Ron Toyota

"Bev Caldwell"
Bev Caldwell, Executive Assistant

INDEX OF AMENDING BYLAWS

Bylaw #1906 .....Adopted February 11, 2020
Bylaw #2047 .....Adopted March 24, 2026

NOTE TO USERS

“WHEREAS each bylaw consolidation shall be proof, in the absence of evidence to the contrary, of the original bylaw, of all bylaws amending it and of the fact of passage of the original and all amending bylaws”, pursuant to ‘Authority to Consolidate Municipal Bylaws No. 1533', which was adopted on the 11th day of June, 2001.