APPLICATION UNDER SECTION 58(2) OF THE COMMUNITY CHARTER

938 Ambassador Avenue, Lot 1, Section 65, Victoria District, Plan 9202, PID 005-572-312

Applicant: Christopher David Caddell

BOOK OF MATERIALS

INDEX

Tab	Document	Date	Page
A	Reasons for Judgment, District of Saanich v. Caddell, Victoria Provincial Court file 187353	February 19, 2026	1
B	Report to Mayor and Council, Notice on Title, 938 Ambassador Avenue	October 31, 2023	26
C	Council minutes, the 938 Ambassador Avenue items	November 20, 2023; June 23, 2025; July 14, 2025	33
D	Zoning Bylaw 8200, consolidated to December 15, 2025, section 2 (definitions) and sections 5.1, 5.24 and 5.26	December 15, 2025	80
E	The Corporation of the District of Saanich v. Kinney, 2025 BCSC 1132	2025	86
F	Title searches for PID 005-572-312: 1995 to 2000, 2000 to 2016, and 2016 to March 15, 2024	March 15, 2024	100
G	Colin Plant: You Didn't Do the Work	October 1, 2026	108
H	Teale Phelps Bondaroff: Your Promises Mean Nothing, with Councillor Phelps Bondaroff's comments		119
I	Nathalie Chambers: You Claim Civic Engagement, Until Residents Engage		127
J	Meet the Man Who Really Runs Saanich	September 23, 2026, revised October 6 and 10, 2026	134
K	Letter to the Mayor and Council and the Chief Administrative Officer	September 25, 2026	139

TAB A

Reasons for Judgment, District of Saanich v. Caddell, Victoria
Provincial Court file 187353
February 19, 2026

Citation: ☼ Date: ☼
File No: 187353-1
Registry: Victoria

IN THE PROVINCIAL COURT OF BRITISH COLUMBIA



THE CORPORATION OF THE DISTRICT OF SAANICH

v.

CHRISTOPHER DAVID CADDELL

REASONS FOR JUDGMENT
OF THE
HONOURABLE JUDGE L. MROZINSKI

Counsel for the District of Saanich:	G. Simair
Counsel for C. Caddell:	D. Milojkovic, D.H. Griffith
Place of Hearing:	Victoria, B.C.
Dates of Hearing:	May 5, December 8, 9, 10, 11, 2025
Date of Judgment:	February 19, 2026

[1] On July 12, 2023, Saanich By-law Officers executed a search warrant at a residential property on Ambassador Avenue (the "Property") to investigate possible unpermitted construction. As a result of the search, Mr. Caddell, the registered owner of the Property at the material time, is now charged with 5 counts of breach of s. 4.1 of Saanich's Building Bylaw, 2019, No. 9529 (the "Building Bylaw") and 4 counts of breach of Zoning Bylaw 2003 (the "Zoning Bylaw"). The Building Bylaw charges relate variously to the alleged unpermitted construction or renovation of a bedroom, kitchen, dining room, sun deck, swimming pool, garden suite and accessory building. Under the Zoning Bylaw, Mr. Caddell is charged with either constructing or having permitted the construction of an accessory building, having more than one single family dwelling on an RS zone lot, and allowing another to use an area on the Property as a separate dwelling unit.

[2] The issue in this trial is whether the prosecution, the Corporation of the District of Saanich ("Saanich"), has proven its case on any or all of the counts beyond a reasonable doubt. Mr. Caddell, who called no evidence, submits that Saanich has failed to meet its onus on any of the counts.

Page 3 of 141

Charges under the Building Bylaw

[3] As the facts underpinning the Counts respecting the Building Bylaw are largely separate and distinct from those involving the charges under the Zoning Bylaw, I will begin these reasons by considering Counts 1 through 5 of the Information, all of which charge a breach of s. 4.1 of the Building Bylaw.

[4] For ease of reference, s. 4.1 of the Building Bylaw provides as follows:

> A person must not commence or continue any construction, alteration, excavation, reconstruction, demolition, removal, or relocation or change the use or occupancy of any building or structure, including other work related to construction
>
> (a) except in conformity with the requirements of the building code and this bylaw; and

(b) unless a building official has issued a valid and subsisting permit for the work under this bylaw.

[5] In this instance, Saanich charges in each of Counts 1 through 5 of the Information that on or about July 12, 2023, Mr. Caddell "continued the construction, alteration, excavation, reconstruction, or demolition of a building or structure owned by him"… "without a valid and subsisting permit for the work, contrary to s. 4.1 of the Building Bylaw."

[6] Each of the Counts itemize the works at issue. Count 1 charges that Mr. Caddell continued the construction etc, of a building owned by him, namely by the construction of a master bedroom, including other work relating to construction, without a valid permit. Count 2 charges that he continued the construction etc, of a building owned by him; in this case, a kitchen, dining room, and sundeck, again including other work related to construction, without a permit. Counts 3, 4, and 5 charge the same with respect to a swimming pool, garden suite and accessory building.

Page 4 of 141

[7] Mr. Caddell concedes identity and jurisdiction. He concedes as well that on or about July 12, 2023, he did not hold a valid and subsisting permit for any of the works that are the subject of any of the Counts. Still, Mr. Caddell submits that Saanich has failed to prove the remaining elements of Counts 1 to 5 that:

(a) He "continued the construction, alteration, excavation, reconstruction, or demolition of a building or structure" or did some kind of work that furthered those activities;

(b) The work occurred on or about July 12, 2023;

(c) The work at issue required a permit under the Building Bylaw or the Building Code; and

(d) He "owned" the "building or structure" when the unpermitted work was done.

Continued Construction

[8] The first issue, whether Saanich has proven Mr. Caddell "continued the construction" etc on or about July 12, 2023, turns in large part on the interpretation of s. 4.1 of the Building Bylaw. Mr. Caddell submits that, correctly interpreted, under s. 4.1,

Saanich must show that he was actively engaged in unpermitted work on the Property on or about July 12, 2023. Saanich submits it is enough to show that the construction of the unpermitted work at issue occurred while Mr. Caddell was the registered owner of the Property, and that so long as *that work continued to exist* on July 12, 2023, Mr. Caddell can be found guilty of having *continued its construction*.

[9] In deciding this issue, it is first necessary to consider what Saanich Bylaw Officers found when they searched the Property on July 12, 2023.

[10] Saanich called five witnesses in this trial, each of whom testified as to the state of the Property either on July 12, 2023, or, in the case of Mr. Bremner, sometime before the date of the execution of the warrant.

[11] Saanich Bylaw Officer Gregory Nelson, View Royal Bylaw Officer Robert Carrie, Saanich's Supervisor of Bylaw and Licensing Services, Dean Ridley, and Manager of Inspection Services for Saanich, Roy Thomassen, all attended at the Property on July 12, 2023, when the search warrant was executed. Each testified as to what they observed. That testimony is, importantly, bolstered by numerous photographs of the Property taken during the search. A number of those photographs were entered in evidence in this trial by way of an agreed Book of Photographs. In addition, Saanich entered several aerial photographs of the Property taken over the years, which document various alterations and additions.

[12] The aerial photographs of the Property demonstrate that sometime after 2006, additions were made to the main residence, including in the areas identified by Saanich as containing the master bedroom, the kitchen/dining area, and the deck area. These additions are obvious from these photographs. Also obvious is the addition of what Saanich refers to in Count 5 (and Count 6) as an "accessory building": essentially, a storage shed. The aerial photographs also show another building identified by Saanich in Count 4 of the Information as a "garden suite".

[13] Photographs from the Book of Photographs also document various rooms in the residence, as well as the pool, the accessory building and the garden suite. While I will

touch on some of these in more detail later in these reasons, for the present, I will set out my findings of the state of the Property generally.

[14] It is apparent from both the aerial photographs and photograph number 4 in the Book of Photographs, for example, that there is a deck off the kitchen/dining area of the residence. There are various photographs of what is described as the master bedroom, with an emphasis on newer looking windows in that area of the residence. It is apparent from the aerial photographs that the area identified as the master bedroom was added onto the residence sometime after 2006. There are photographs of the dining area off what looks to be a dated kitchen. From the overhead photographs this area also looks to have been constructed sometime after 2006.

[15] Photographs of the stairwell leading to the basement of the residence show exposed walls and what looks to be a recently constructed staircase, though how recently is difficult to say. There are many photographs showing what looks to be newer plumbing infrastructure in the basement. There is photographic evidence of a newer set of concrete stairs and a retaining wall leading into the basement and clear evidence of what looks to be a separate suite in the basement of the residence.

Page 6 of 141

[16] Outside of the residence, photographs showing the outer deck area are in evidence. The deck area looks to be newer relative to the age of the residence, though I can make no finding regarding how new the area is relative to the date of the search. Photographs show the pool in the backyard surrounded by a deck. There is some photographic evidence documenting the height of the deck. There are also numerous photographs of the garden suite and the accessory building. Both are fully constructed. I will address each in more detail later in these reasons but at this juncture I note simply that the garden suite looks as if it serves or could serve as a living unit.

[17] Overall, in general at least, the evidence shows various additions to the residence and on the Property from 2006. At some point after 2006, an addition which contains the master bedroom was added to the residence, as was the addition off of what appears to be an older kitchen, including a deck area. There is no doubt that sometime after 2006, the accessory building was added to the Property. The garden

suite is shown on the Property in the 2006 aerial photographs. Aside from a hearsay statement introduced by Mr. Thomassen as to the date of its construction, there is no reliable evidence as to when this structure was built. Nonetheless, as the photographs evidence, it looks as if it has been converted into a living unit.

[18] Despite the appearance of somewhat newer construction on the Property, it is clear, as Mr. Thomassen and Bylaw Officer Nelson both agree, that there was no active construction occurring on the Property on July 12, 2023.

[19] The question, given these findings (and assuming, for the sake of argument, that all the work discussed above required permits, and that it was done when Mr. Caddell owned the Property), is whether Saanich has proven beyond a reasonable doubt that Mr. Caddell was continuing the construction of these works on or about July 12, 2023?

[20] This brings me to the interpretation of s. 4.1 of the Building Bylaw. I have set out the provision earlier in these reasons but again, for ease of reference, I have set it out below as follows:

> A person must not commence or continue any construction, alteration, excavation, reconstruction, demolition, removal, or relocation or change the use or occupancy of any building or structure, including other work related to construction
>
> (a) except in conformity with the requirements of the building code and this bylaw; and
>
> (b) unless a building official has issued a valid and subsisting permit for the work under this bylaw.

[21] Mr. Caddell is charged with continuing the alleged works on or about July 12, 2023. The question is whether this charge can be made out on any of Counts 1 to 5 given that there is no evidence of active construction of any kind going on at the Property on that date. I will add that the evidence does not support any active construction at any reasonable time around July 12, 2023. At best, Saanich has shown construction occurred, certainly since 2006, and that some of it is newer looking.

[22] Mr. Caddell submits that s. 4.1 reasonably interpreted prohibits persons from starting or continuing construction and like work on property without a valid and subsisting permit. It urges the Court to find that s. 4.1 is active rather than passive in intent; that it prohibits the doing of something, and that *something* is the construction of certain works without a permit. Mr. Caddell submits that to make out Counts 1 to 5, Saanich must show, at a minimum, that he continued such work on or about July 12, 2023.

[23] Saanich submits that so long as it can show the various works described above were carried out while Mr. Caddell owned the Property, he can be found guilty of having 'continued' the works so long as the works continued to exist as of July 12, 2023. Saanich urges the Court to find this interpretation is supported by the fact the drafter used the words "continue any construction" in s. 4.1 rather than just the word construction: that by this usage, the drafter intended to convey a difference between the meaning of the word construction on its own, and what is meant by that same word when it is preceded by the word "continue." Additionally, Saanich relies on the reasoning of the Court in *Lundquist v. Central Kootenay (Regional District)*, 2019 BCSC 1303, at paras. 45 to 48, as support for its interpretation of s. 4.1.

[24] At issue here is municipal legislation and there are myriad rules governing the interpretation of enactments at this level of government, though neither party cites any in this case. In deciding how to properly interpret s. 4.1, I have taken into consideration the general approach to the interpretation of legislation adopted by the Supreme Court of Canada in *Rizzo and Rizzo Shoes*, [1998] 1 SCR 27, at para. 21, where the Court writes that:

> . . . Today there is only one principle or approach, namely, the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament.

[25] The purpose and object of the Building Bylaw is obvious. In particular, the provisions of s. 4.1 in the context of the whole of the Building Bylaw are obvious. It is to encourage compliance with the Building Code by prohibiting construction that is non-

compliant or unpermitted. The word "construct" is defined in s. 18 of the Building Bylaw which is said to include "build, erect, install, repair, alter, add, enlarge, move, locate, relocate, reconstruct, demolish, remove, excavate or shore." By its very definition, the concept of construction in s. 4.1 is intended to convey active rather than passive conduct. In its plainest reading, s. 4.1 prohibits the commencement or continuation of certain distinct *acts* unless, of course, the acts are permitted.

[26] Bearing this definition in mind, and considering s. 4.1 generally, I find myself unable to agree with the submission that by the use of the words "continue any construction" the Legislature intended to impart a different meaning to the word construct than that in the definition section: that is to say, that the drafters intended the meaning of the words "continue any construction" to include doing nothing other than allowing something that was constructed to continue to exist. With respect, this strikes me as a somewhat tortured interpretation of otherwise plain wording. Moreover, s. 4.1 provides that a person "must not commence or continue any construction, etc". The word "continue" does not act as a qualifier of the word "construction"; rather the word "continue" is preceded by and takes its meaning from the word "commence", as in, a person must not *commence* or *continu*e any construction. Either way, what is prohibited by s. 4.1 is unpermitted construction – as that latter word is defined.

[27] I am similarly unconvinced that the reasoning in *Lindquist* supports Saanich's interpretation of s. 4.1 of the Building Bylaw. In that case, Mr. Lindquist admitted to having constructed a house and a carport on his property without a building permit. As with s. 4.1 of the Building Bylaw at issue here, s. 6.1 of the Building Bylaw applicable in Mr. Lindquist's case prohibited persons from commencing or continuing any construction of such works without a permit. After unsuccessfully urging Mr. Lindquist to apply for a building permit to remedy the breach of its bylaw, the local authority, the Central Kootenay Regional District, issued a Bylaw Offence Notice. Mr. Lindquist's dispute of the Offence Notice was upheld by an Adjudicator appointed under *the Local Government Bylaw Notice Enforcement Act*, SBC 2003, c. 60 (the "*LGBNEA*") and the matter was before the British Columbia Supreme Court on judicial review.

[28] One of the arguments advanced by Mr. Lindquist at the judicial review was that the District was precluded by s. 5 of the *LGBNEA* from issuing the Bylaw Notice because it was issued more than six months after any construction on his property. Section 5 provides that a bylaw notice may not be issued more than 6 months after the contravention in respect of which it is issued is alleged to have occurred.

[29] At para 46 of *Lindquist*, the Court writes that s. 5 of the *LBGNEA* must be read in conjunction with s. 6.1 of the Building Bylaw (which, as noted, is worded exactly as s. 4.1). The Court went on to hold at para 48 that:

> It would fly in the face of logic, common sense and the rule of law if someone could construct a building without a required permit, avoid notice by local building officials for six months and then have the building converted into a lawful dwelling by the effluxion of time, or otherwise enjoy immunity against enforcement because six months had passed. The very existence of the unpermitted construction on the petitioner's property was a continuing violation of the requirement to obtain a permit under the Building Bylaw. There is no evidence the building disappeared before the ticket was issued. There is no limitation defence available to the petitioner on the facts of this case.

Page 10 of 141

[30] Saanich submits that the reasoning in *Lindquist* supports its interpretation of s. 4.1 of the Building Bylaw that the words “continue any construction” means, or at least includes, *allowing* construction, however old, to continue to exist. With respect, I disagree. I do not find that *Lindquist* supports this precise construction of s. 4.1. Nowhere does the Justice indicate Mr. Lindquist could not rely on the limitations provision of the LGBNEA because he was ‘continuing construction’ of the works on his property. Rather, the reasoning in this part of *Lindquist* focuses on a continuing requirement to obtain a permit for the construction that Mr. Lindquist admitted to undertaking.

[31] It is also not apparent from the reasons in *Lindquist* that the Court had before it, or considered specifically, the question of statutory interpretation argued before me. In this trial, the question of the proper interpretation of the words “continue any construction” in s. 4.1 has been argued with some force. I find when I consider the arguments before me, I cannot agree that s. 4.1 bears the interpretation submitted by

Saanich. In my view, s. 4.1 of the Building Bylaw prohibits the commencement or continuation of construction, as that term is defined, or other like acts including renovations or demolitions, without a permit. If the Legislature intended the words "continue any construction" in s. 4.1 to include passively allowing any construction to continue, or to refrain from demolishing it, the drafter could easily have made that clear.

[32] I find the intention of s. 4.1 of the Building Bylaw is intended to capture active construction done without benefit of a lawfully required permit. In this case, although there is evidence of construction having occurred without a permit on the Property, there was nothing active about the construction in or around July 12, 2023. For these reasons, I find that Saanich has failed to prove Counts 1 to 5 beyond a reasonable doubt and I find Mr. Caddell not guilty on all these counts.

[33] As I will touch on shortly, I am satisfied beyond a reasonable doubt that Mr. Caddell did construct some of the works at issue here. I see nothing about s. 4.1 that would preclude his being held liable for that construction except that in this case he is charged with having "continued construction" on or about July 12, 2023. Given this wording and this date range, Mr. Caddell cannot be found guilty even in respect of those works I accept he did construct.

Page 11 of 141

Ownership and Permits

[34] The finding above regarding s. 4.1 proceeded on two assumptions: first, that the works at issue required permits; and second, that Saanich had proven Mr. Caddell owned the Property when the works were constructed. Even though it is not strictly necessary for me to address these issues given my findings above, certain findings of fact are critical for these issues and therefore are critical in the event I am wrong on the interpretation of s. 4.1 of the Building Bylaw.

[35] Mr. Caddell submits that Saanich has failed to prove that some of the works at issue required permits, and that even with respect to the work that clearly did require a permit, Saanich has failed to prove the work was done while Mr. Caddell owned the Property. While Saanich does not agree it bears the onus of proving permitting

requirements for all of the works at issue, or, alternatively, that it has not proven the necessity of a permit where it bears that onus, Saanich does agree with Mr. Caddell that in order to make out its case, it must prove beyond a reasonable doubt that the construction work at issue in Counts 1 through 5 occurred while Mr. Caddell was a registered, fee simple owner of the Property.

[36] With respect to these two elements, I will consider firstly whether Saanich has proven ownership, as it submits it must.

Work Done While Mr. Caddell Owned the Property

[37] The factual question of what work was done while Mr. Caddell "owned" the Property is complicated by Mr. Caddell's pattern of ownership. Admissions made at trial include that between October 1995 and September 2000, Mr. Caddell owned the Property jointly with another individual. That individual became the sole registered owner of the Property from September 2000 to June 2016 after which Mr. Caddell became the sole registered owner and as noted, was the sole registered owner on July 12, 2023.

[38] The aerial photos clearly show work done on the Property, but none establish the works at issue were done while Mr. Caddell owned the Property. Rather, Saanich relies on the testimony of Mr. Bremner and Bylaw Officer Carrie, as well as a statement apparently made by Mr. Caddell's former legal counsel, to make its case on Counts 1 to 5. All this evidence takes the form of admissions alleged to have been made by Mr. Caddell to others.

[39] Of these three witnesses, Mr. Bremner's evidence is the more robust and I will deal with it first.

[40] Cameron Bremner was a friend of Mr. Caddell. The two met sometime in 2008 when Mr. Caddell did some contract work for Mr. Bremner's employer, the Canadian Coast Guard. Mr. Bremner testified to being a long-term employee of the Coast Guard, employed in a highly responsible position with not insignificant security clearance.

[41] As their friendship developed, Mr. Bremner visited the Property from 2010 to 2018 when he moved into a basement suite in the lower floor of the residence. Mr. Bremner testified that Mr. Caddell would often brag about how he had undertaken significant renovations to the Property "without colour of permit" as he put it in direct. Mr. Bremner recalls that Mr. Caddell admitted to constructing additions to the Property: he believes those to have been a bedroom on the back side of the house and an extension to the living room to create a bar space. Certainly, there is no question that what Mr. Bremner describes exists in the residence. Still, as Mr. Bremner admits, he has no sense of when the additions were made.

[42] What Mr. Bremner did see while he was living in the basement suite was Mr. Caddell construct the accessory building, of that there is no doubt.

[43] Mr. Caddell urges the Court to disbelieve Mr. Bremner's testimony citing what Mr. Caddell alleges is Mr. Bremner's obvious bias. There is no dispute in this trial that sometime in 2022 Mr. Caddell and Mr. Bremner had a falling out leading to Mr. Bremner ultimately vacating the basement suite and subsequently reporting Mr. Caddell's apparently unpermitted work to Saanich. Mr. Caddell is vehement that Mr. Bremner bears him a personal grudge and worse. Mr. Bremner readily acknowledges his enmity toward Mr. Caddell. He does not deny reporting Mr. Caddell to Saanich shortly after vacating the suite.

[44] While I accept that the enmity Mr. Bremner bears toward Mr. Caddell could form the basis of a motive to lie, I am not satisfied after listening to Mr. Bremner's testimony that he is lying. As I perceived it, Mr. Bremner gave his evidence in a calm, straightforward matter. His testimony remained consistent in both direct and cross. Importantly, as Mr. Bremner was pressed on his recollections of Mr. Caddell's various admissions on cross examination, he was quickly and easily able to recall details of those conversations – the how and when and where they occurred. This served to strengthen his testimony in my view. Having considered the evidence, I have no difficulty believing Mr. Bremner's testimony that from time to time he heard Mr. Caddell

speak of unpermitted work. I have no difficulty believing that Mr. Bremner watched Mr. Caddell construct the accessory building, as he testified to doing.

[45] What I do conclude from Mr. Bremner's testimony overall is that Mr. Caddell built or was involved in the building of additions to the residence, and that this includes the basement suite, and other work in the basement, the pool, and the accessory building. With the exception of the accessory building, which was clearly built sometime in 2020, and at least part of the basement suite which was finished in 2018, Mr. Bremner's evidence does not go so far as to enable me to determine when any of the other works were done, and whether they were done when Mr. Caddell owned the Property.

[46] Bylaw officer Carrie testified that as he attended at Mr. Caddell's residence on November 28, 2022, Mr. Caddell admitted to him that he had built a new deck and that he had put in a pool. I do not doubt that these admissions were made. At the same time, again, the evidence does not go so far as to enable me to determine when these works occurred. The pool, for example, is difficult to date visually. While I accept that some parts of the deck off the kitchen area look newer in the photographs, it is impossible to determine whether the deck itself was constructed before 2016 and therefore I cannot know whether it was constructed when Mr. Cadell owned the Property.

[47] Finally, Saanich submits that the garden suite was constructed in 1996, when Mr. Caddell jointly owned the Property with another individual. This is based on a statement allegedly made to Saanich officials by former counsel for Mr. Caddell. Mr. Caddell submits this evidence, being double hearsay, is unreliable at the least and I find I agree. It would be unsafe to convict Mr. Caddell on this kind of evidence. Although I accept that Mr. Caddell was a registered owner of the Property in 1996, there is insufficient evidence on which to find the garden suite was constructed at that time, or any other time when Mr. Caddell owned the Property.

[48] Assuming the parties are correct, and Saanich must prove the works at issue in Counts 1 to 5 were constructed when Mr. Caddell owned the Property, I find Saanich has made that out only with respect to Count 5. On Count 5 I am satisfied beyond a

reasonable doubt that Mr. Caddell constructed the accessory building sometime in 2020 when he owned the Property. It does of course remain to be determined whether this was done contrary to either s. 4.1 of the Building Bylaw or s. 3.1 of the Zoning Bylaw, and I will turn to those questions shortly in these reasons. With respect to the remaining Counts 1 through 4, *assuming,* as the parties submit, that Saanich must prove the construction of these works occurred while he owned the Property, I find these counts have not been proven as ownership at the material time has not been proven.

[49] I say Counts 1 through 4 have not been made out "*assuming*" the parties' submissions regarding ownership are correct because, in my view, it is not necessary for Saanich to prove ownership at the time the works were constructed to make out these counts. I find that if Saanich's interpretation of s. 4.1 discussed above is correct, it is enough, on the question of ownership, to prove that Mr. Caddell owned the Property on July 12, 2023. Even then, the element of ownership is only made necessary because of the specific wording of Counts 1 through 5 which charges Mr. Caddell with the continued construction of works of a building owned by him. The prohibition under s. 4.1 of the Building Bylaw otherwise does not turn on ownership of the property or building on which unpermitted construction occurs.

[50] Saanich submits that Mr. Caddell has fallen foul of s. 4.1 of the Building Bylaw because he allowed unpermitted construction to continue to exist on a building owned by him on or about July 12, 2023. Saanich relies on s. 17.3 of the Building Bylaw to argue that Mr. Caddell is deemed or presumed to have knowledge of the construction at issue and is therefore deemed liable for it. Section 17.3 provides that:

> An owner is deemed to have knowledge of and be liable under this bylaw in respect of any construction on the parcel the owner owns and any change in the use, occupancy or both of a building or structure or part of a building or structure on that parcel.

[51] The word "owner" is defined in the Building Bylaw as including the registered owner in fee simple.

[52] Based on this wording, both Saanich and Mr. Caddell submit that in order to make out each of the Counts 1 through 5, Saanich must prove that Mr. Caddell owned the Property when the works at issue were constructed, and not just that he owned the Property on July 12, 2023.

[53] Again, taking into consideration the principle of statutory interpretation, and considering the plain wording of s. 17.3 in its context and its harmony with the remainder of the statute, I find I do not agree that s. 17.3 requires that the construction or change of use took place when Mr. Caddell was the owner. At the least, s. 17.3 must be considered alongside s. 17.4 of the Building Bylaw which provides that:

> No person is deemed liable under section 17.3 who establishes, on balance of probabilities, that the construction or change of use or occupancy occurred before he or she became the owner of the parcel.

[54] If the parties are correct, and the presumption of knowledge of any construction provided under s. 17.3 is established only once it is proven beyond a reasonable doubt that the construction occurred when the owner owned the Property, it would not be open to that same property owner to rebut the presumption under s. 17.4 by showing the construction occurred before they owned the parcel. Section 17.4 would, in the result, become pointless; a fact which is in no way consistent with any principle of statutory interpretation.

[55] A plain reading of s. 17.3 in combination with s. 17.4 would see any owner of any property deemed to have knowledge of any construction on their property unless they can establish, on balance, that the construction occurred before they owned the property. In this case, for example, it was open to Mr. Caddell to establish that the works at issue were constructed before he owned the property, at the least. There may well be other defences to the deemed knowledge established by s. 17.3 other than that described in s. 17.4, but none are before me.

[56] Assuming that knowledge of the construction at issue is a necessary element of the charges in Counts 1 through 5, I find that Saanich can rely on the presumption of knowledge in s. 17.3, whether the works at issue were constructed when Mr. Caddell

owned the Property or not. As such, and assuming, for the sake of argument, that Saanich has proven Mr. Caddell continued construction of the works at issue on July 12, 2023, the only other element that needs addressing is whether the works at issue were unlawfully unpermitted.

[57] Of course, if I am wrong on this interpretation of s. 17.3, I have found that Saanich has not proven Mr. Caddell owned the Property when the works in Counts 1 through 4 were constructed. As such, even if Saanich is correct in its interpretation of s. 4.1., Mr. Caddell must be acquitted on Counts 1 through 4 on this ground.

[58] I now turn to the last remaining element of each of the charges and that is the question whether the works at issue are unlawfully unpermitted.

The Permitting

[59] With respect to permitting, it is conceded in this trial that there are no permits for the additions to the residence on the Property, the suite in the basement, the pool, the accessary building and the garden suite. At issue on this point is whether Saanich has proven permitting was required for any of these works. Mr. Caddell concedes that permitting would have been required for a secondary suite and so the question is only whether Saanich has proven permitting is required for the works itemized in Counts 1 through 5 of the Information.

[60] Count 1 charges that Mr. Caddell continued the construction of a master bedroom without a valid permit. It is clear on the evidence, and I find, that the master bedroom is shown as an addition to the Property in 2006. It is clearly an add on to the original residence and it is an add on that without doubt would have required a permit as Saanich officials testified.

[61] The same, in my view, can be said for the addition described in Count 2. It is a construction of such a magnitude as to make it obvious that a permit was required, again as Saanich officials testified.

[62] Count 3 charges that Mr. Caddell continued the construction, etc of a swimming pool, including other work, namely the decking around the pool.

[63] The evidence establishes that no permit is required for a swimming pool. Rather, as Mr. Thomassen testified, a permit may be required for the deck of the pool and would be required for the pool's plumbing.

[64] Saanich's case with respect to the pool decking comes largely through the testimony of Mr. Thomassen who made the general statement that a deck is a structure so that Saanich would require permits. Mr. Thomassen was shown various photographs, particularly those at pages 38 and 42 of the Book of Photographs after which he testified that if a deck is over 24 inches it would require a deck guard. At photograph 42, the deck as measured from the bottom stair to the top of the deck is less than 24 inches. It does look as if the deck could be high enough to require a deck guard but frankly the evidence before me falls short of proof beyond a reasonable doubt. Having said so, I doubt anything turns on the question whether the deck needs a deck guard or not. Saanich's case is that the pool and deck are unpermitted; that permits are required. Its evidence in this regard is the statement by Mr. Thomassen that a permit is required for the deck and for the pool's plumbing.

[65] Here, I find myself in agreement with Mr. Caddell's submissions based on the Court's reasons in *The Corporation of Saanich v. Kinney*, 2025 BCSC 1132, at paras. 62 through 64 that it is not enough for a building inspector such as Mr. Thomassen to make conclusory statements; he must, in addition, provide evidence of the underlying facts and the standards upon which he relies. I find the evidence is insufficient to establish beyond a reasonable doubt that the deck needed permitting or that the pool needed plumbing permits. While I accept that permitting for a deck as well as plumbing permits seem reasonable, the area is technical (far more than simply requiring a permit for an addition or a stand-alone building) and I find I am unable to conclude on the evidence before me that this element on this count has been proven beyond a reasonable doubt.

[66] Count 4 charges that Mr. Caddell continued the construction of a garden suite without a valid and subsisting permit. The garden suite, as shown in the photographs, is clearly a stand-alone building on the Property, and one of some size. As with the additions to the residence which are so obvious, I have no difficulty finding that the garden house is a structure that would require a permit.

[67] Count 5 charges that Mr. Caddell continued the construction of an accessory building also without a permit, contrary to s. 4.1. Importantly, on this count, s. 3.3 of the Building Bylaw provides that the bylaw does not apply to an accessory building with a floor area of less than 10 square metres. Mr. Thomassen testified he believed the accessory building (which he called the storage shed) was over 10 square metres. He testified "it also didn't meet the side set back to the property line."

[68] Mr. Caddell submits that Mr. Thomassen's evidence on the permitting requirement on this count is similar to that rejected by the court in *Kinney* and should similarly be rejected here. Saanich submits it is enough to prove the existence of the accessory shed and that it is Mr. Caddell who bears the onus to disprove the requirement for a permit. Saanich relies on s. 98 of the *Offence Act,* RSBC 1996, c. 338 which puts the burden on Mr. Caddell to establish the accessory building is not subject to the Building Bylaw. Section 98 provides, in part, that:

> (1) No exception, exemption, proviso, excuse or qualification prescribed by law is required to be set out or negatived in an information.
>
> (2) The burden of proving that an exception, exemption, proviso, excuse or qualification prescribed by law operates in favour of the defendant is on the defendant, and the prosecutor is not required, except by way of rebuttal, to prove that the exception, exemption, proviso, excuse or qualification does not operate in favour of the defendant, whether or not it is set out in the information.

[69] I find I agree with Saanich that s. 3.3 of the Building Bylaw is drafted so as to exclude or except out structures that are less than 10 square metres from its purview. As such, I agree that it is Mr. Caddell who bears the onus of proving the exception in this case. In the absence of any evidence to the contrary, I find Saanich has proven all its needs to under Count 5 of the Information.

Summary on Counts 1 through 5 of the Information

[70] For the reasons given, I find firstly that in order to meet its onus under s. 4.1 of the Building Bylaw, Saanich must prove beyond a reasonable doubt that Mr. Caddell was actively engaged in the construction of any of the works itemized in Counts 1 through 5 on or about July 12, 2023. The clear evidence is that there was no active construction on the Property on or around that date and, in the result, I find Saanich has not made out Counts 1 to 5 of the Information. I would acquit Mr. Caddell on each of those counts.

[71] As noted, if I am wrong in this interpretation of s. 4.1, I have gone on to consider the elements the parties agree Saanich must prove to make out its case on each of Counts 1 through 5.

[72] For the reasons given, I find Saanich has not proven the works itemized in Counts 1 through 4 were constructed when Mr. Caddell owned the Property. I am satisfied beyond a reasonable doubt that Mr. Caddell constructed the accessory building in or about 2020. Again, for the reasons given, however, I am not satisfied Saanich had to prove the works at issue in any of Counts 1 through 5 were constructed when Mr. Caddell owned the Property. In my view, it did not. If Saanich is correct, and all it need show is that Mr. Caddell allowed unpermitted construction to exist on the Property as of July 12, 2023, I find that pursuant to s. 17.3 of the Building Bylaw, he is presumed to know of and be liable for the construction subject to his rebutting the presumption under s. 17.4, or generally.

[73] If I am wrong on this interpretation of s. 17.3, and Saanich must prove Mr. Caddell owned the Property when the works at issue were constructed, I would acquit Mr. Caddell on Counts 1 through 4. On Count 5, I am satisfied beyond a reasonable doubt that Mr. Caddell owned the Property when the accessory building was constructed.

[74] On the issue of permitting, or whether the construction at issue was unlawfully unpermitted, I find that Saanich has proven permitting was required with respect to the works itemized in Counts 1, 2, 4 and 5. It has not been proven with respect to Count 3.

[75] As I am satisfied beyond a reasonable doubt that Mr. Caddell constructed the accessory building when he owned the Property sometime in 2020, and as I am also satisfied the accessory building required a permit, I would find Mr. Caddell guilty on Count 5, assuming Saanich's interpretation of s. 4.1 of the Building Bylaw is correct.

[76] If I am wrong in my interpretation of s. 17.3, and Saanich must prove Mr. Caddell owned the property when any of the works at issue were constructed, I would still acquit Mr. Caddell on Count 3 of the Information as I am not satisfied Saanich has established beyond a reasonable doubt that permitting was required for these works.

The Zoning Bylaw 2003

[77] The remaining counts of the Information, Counts 6 through 9, allege violations of the Zoning Bylaw.

[78] Count 6 charges that on or about July 12, 2023, Mr. Caddell did cause, suffer, or permit any building or structure, namely an accessory building to be constructed without a permit, contrary to s. 3.1 of the Zoning Bylaw.

[79] I have already found I am satisfied beyond a reasonable doubt that Mr. Caddell built the accessory building sometime in 2020, as Mr. Bremner testified. I accept that Saanich has proven beyond a reasonable doubt that Mr. Caddell did cause or permit the building to constructed. It remains to be determined whether in doing so, Mr. Caddell breached s. 3.1 of the Zoning Bylaw. For ease of reference, s. 3.1 of the Zoning Bylaw provides that:

> No person shall cause, suffer, or permit any building or structure to be constructed, placed reconstructed, altered, moved or extended in contravention of this bylaw.

[80] It is nowhere clear in Count 6 what provision of the Zoning Bylaw is contravened by Mr. Caddell. In his closing submissions, Mr. Caddell alluded to Mr. Thomassen's testimony that the accessory building (or "storage shed" as Mr. Thomassen referred to it in his testimony) did not meet the side set back to the property line.

[81] There is a photograph of the accessory building at page 44 of the Book of Photographs. Bylaw Officer Nelson recalled taking the photograph because the building appeared to be close to a fence and perhaps not consistent with the set backs.

[82] It is apparent from this review of the evidence, that while there is some evidence to support the charge that the accessory building does not conform with the Zoning Bylaw because it fails to meet the set back requirements, the evidence does not establish this beyond a reasonable doubt. Again, to paraphrase Justice Loo in *Kinney*, the evidence is at best conclusory. Mr. Thomassen could have and should have provided dimensions or measurements showing the shed situated relative to the fence that looks to be behind it. It would have been a simple thing. Without it, I find I cannot be satisfied beyond a reasonable doubt that Mr. Caddell contravened s. 3.1 of the Zoning Bylaw by situating the accessory building where it is located on his Property.

[83] For these reasons, I would acquit Mr. Caddell on Count 6.

[84] Count 7 charges that on or about July 12, 2023, Mr. Caddell had more than one single family dwelling on an RS zone lot, contrary to s. 5.1 of the Zoning Bylaw. Mr. Caddell, who admits a permit would be necessary for a secondary suite, submits that Saanich has not proven this count beyond a reasonable doubt.

[85] Section 5.1 of the Zoning Bylaw provides that unless expressly permitted to the contrary, there shall be no more than one single family dwelling on any A, RS or RD zoned lot. There is no dispute here that the Property is an RS zoned lot.

[86] A single-family dwelling is defined in s. 2 of the Zoning Bylaw as "a residential use of a building for one dwelling unit only." In turn, dwelling unit is defined in s. 2 as meaning:

> A housekeeping unit, designed, occupied or intended for occupancy, as separate living quarters with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a family maintaining a household.

[87] Saanich submits that the Property contains at least three dwelling units; the residence itself, the basement suite once occupied by Mr. Bremner, and the garden suite.

[88] The Book of Photographs contains numerous photographs of what Saanich alleges is a suite in the basement of the residence as well as the interior of the garden suite. With respect to the basement area of the residence, I am left with no doubt on all the evidence that the basement contains a dwelling unit as that is defined in s. 2 of the Zoning Bylaw.

[89] Several Saanich officials testified to being let into the basement suite by an individual whom they believe lived in the suite. I will return to that evidence shortly. In any event, Saanich officials unquestionably entered what they viewed to be a secondary suite through a door capable of opening and closing. Mr. Bremner, who testified to living in the suite, indicated that the door, at least when he was there, both provided and limited access to the suite. As the photographs evidence, this area, which I will call the suite, contains a kitchen with apparent cooking facilities, a sleeping area and washroom facilities. It is also apparent from the photographs that the suite is occupied. There is evidence of use in the kitchen and clear evidence of human habitation in the washroom.

[90] Mr. Caddell submits there is no evidence the stove in the unit worked and that therefore the area does not meet the definition of a dwelling unit. The photographs depict what looks to be a workable kitchen. The sink is full, as an example, with both dishes and a cooking pot. Similarly, the photographs show a cooking pot on the stove, above which is situated a microwave. On the evidence before me, I am left with no doubt that the area in the basement of Mr. Caddell's residence is designed and intended to operate as a separate living unit, complete with cooking, sleeping and sanitary facilities. It is, in my view, a separate dwelling unit within Mr. Caddell's residence.

[91] Mr. Caddell also submits that there is no evidence the person who allowed Saanich officials into the unit occupied it as a tenant. Of course, for the purposes of the definition of a dwelling unit, Saanich need prove only that the area is designed or intended to be used as a dwelling unit; not that it is used as such.

[92] My comments respecting the photographic evidence supporting the existence of a separate suite in the basement of Mr. Caddell's residence apply equally to the photographs of the garden suite. Again, this suite is obviously self-contained, even more obviously than the basement suite. Like the basement suite, the garden suite contains a kitchen, cooking facilities, a bedroom, and sanitary facilities. I am left with no doubt that this garden suite falls within the definition of a dwelling unit under s. 2 of the Zoning Bylaw.

[93] For these reasons I find Mr. Caddell guilty on Count 7 of the information.

[94] Count 8 charges that on or about July 12, 2023, Mr. Caddell suffered or permitted others to use areas of the Property, including in the residence, for a secondary suite contrary to s. 5.4 of the Zoning Bylaw. In respect of this charge, Saanich submits it specifically relates to the alleged occupant of the basement suite in Mr. Caddell's residence.

[95] I have already alluded to the testimony of Bylaw Officer Nelson that as he and other Saanich officials executed the search warrant at the Property, they were given access to the suite in the basement by an unnamed individual. Bylaw Officer Nelson recalled knocking on the door of the suite and that the door was locked from the inside. He also recalled that that same individual, who remained present in the suite during the search, provided them with a smoke alarm which that person then affixed to the ceiling. This individual is said to have made various utterances including the reason for having removed the smoke alarm in the first instance. What was said is hearsay evidence and so I do not accept it for its truth, but certainly what Saanich officials observed this individual doing following those utterances lends considerable support to the submission that this individual was living in the suite.

[96] As I also noted earlier in these reasons, the photographs entered in evidence in this trial demonstrate clearly that someone is occupying the area I accept is a separate dwelling unit in Mr. Caddell's home. I find that when I consider the evidence of Bylaw officer Nelson alongside these photographs, I am convinced beyond a reasonable doubt that the unnamed individual who gave Saanich entry into the suite was in fact occupying that unit on July 12, 2023. For these reasons, I find Mr. Caddell guilty on Count 8 of the Information.

[97] Count 9 charges that on July 12, 2023, that Mr. Caddell kept an additional kitchen where the building was not occupied solely by members of his immediate family contrary to s. 5.26 of the Zoning Bylaw. Section 5.26 provides, in part, that:

> No person being the owner or occupier of a building in an A or RS zone shall construct, install, keep, use or occupy nor permit or suffer others to construct, install, keep, use or occupy and additional kitchen unless the building is occupied solely by members of the immediate family of the owner or occupier of the building…

[98] Section 5.26 provides an exception to the prohibition against installing, keeping or using more than one kitchen in a dwelling home; that exception being if the building is occupied by members of the owner or occupier's immediate family. In my view, this falls within the meaning of s. 98 of the *Offence Act* and Mr. Caddell bears the onus of proving the exception. In the absence of any evidence to the contrary, I find that Mr. Caddell did install or keep more than one kitchen in his residence on the Property. However, as Saanich concedes, it follows from a conviction on Count 8 that Count 9 is subject to the rule against multiple convictions set out in *Kienapple v. R.*, 1974 CanLII14 (SCC). In the result, I will enter a stay on count 9.

[99] For the reasons given, I find Mr. Caddell not guilty on Counts 1 through 6. I find Mr. Caddell guilty on Counts 7 and 8, and I will enter a Stay of Proceedings on Count 9.

L Mrozinski

The Honourable Judge L. Mrozinski
Provincial Court of British Columbia

TAB B

Report to Mayor and Council, Notice on Title, 938 Ambassador Avenue

October 31, 2023

1610-50 Ambassador

The Corporation of the District of Saanich

C-NOV 20, 2023

RECEIVED
NOV 03 2023
LEGISLATIVE DIVISION
DISTRICT OF SAANICH

Report

To: **Mayor and Council**

From: **Angila Bains, Director of Legislative & Protective Services/Corporate Officer**

Date: **October 31, 2023**

Subject: **Notice on Title – 938 Ambassador Avenue**

RECOMMENDATION

That Council direct the Corporate Officer to register a Notice in the Land Title Office stating that a resolution has been made under Section 57 of the *Community Charter* relating to 938 Ambassador Avenue, legally described as Lot 1, Section 65, Victoria District, Plan 9202, PID: 005-572-312 or any subdivision of said lands as may be affected by the contravention(s).

PURPOSE

The purpose of this report is to recommend that Council instruct the Corporate Officer to register a Section 57 Notice on the title of the property at 938 Ambassador Avenue for building without obtaining the required building/plumbing permits.

DISCUSSION

938 Ambassador Avenue is an urban property in Saanich built as a single-family dwelling. On November 23, 2022, Saanich Bylaw Enforcement received a complaint regarding work being done on the dwelling, this was confirmed on July 13, 2023, by the Bylaw Officer. The reason confirmation of the violation took 10 months is that the property owner refused to allow access into the dwelling. Bylaw Enforcement had to obtain a search warrant to gain access and confirm the violations were valid.

Work completed without permits involved both building and plumbing, additions to the dwelling, creation of a secondary suite with no fire separations, and an accessory building constructed and being used as a garden suite. (See Appendix 'A' attached)

The owner has violated the following Sections of the Building Bylaw:

4.1 A person must not commence or continue any construction, alteration, excavation, reconstruction, demolition, removal, or relocation or change the use or occupancy of any building or structure, including other work related to construction.

(a) except in conformity with the requirements of the building code and this bylaw; and

(b) unless a building official has issued a valid and subsisting permit for the work under this bylaw.

ALTERNATIVES

1. That Council direct the Corporate Officer to register a Notice in the Land Title Office stating that a resolution has been made under Section 57 of the *Community Charter* relating to 938 Ambassador Avenue, legally described as Lot 1, Section 65, Victoria District, Plan 9202, PID: 005-572-312 or any subdivision of said lands as may be affected by the contravention(s).
2. That Council receive this report for information and take no further action.
3. That Council provide alternate direction.

FINANCIAL IMPLICATIONS

There are no financial implications to the District other than the cost of registering the Notice. The cost of the registration and enforcement will be recovered when the Notice is removed. There is a fee of $500.00 to remove a Notice from the Title once the property is brought into compliance with all the regulations.

LEGAL IMPLICATIONS

If a notice is not filed on the land title, the liability of the District is potentially increased and possible future owners may not be advised of a building inspection deficiency and may be exposed to potential loss.

CONCLUSION

Despite the best attempts of staff, no building or plumbing permits have been obtained to rectify the construction of the additions, construction of the accessory dwelling, or development of the secondary suite. Placing a Notice on Title of the property will reduce Saanich's liability exposure on this file and is recommended by the Manager of Inspection Services.

Prepared by

Roy Thomassen
Manager of Inspection Services

Approved by

Angila Bains
Director of Legislative & Protective Services/Corporate officer

CHIEF ADMINISTRATIVE OFFICER'S COMMENTS:

I endorse the recommendation from the Director of Legislative & Protective Services

Brent Reems
Chief Administrative Officer

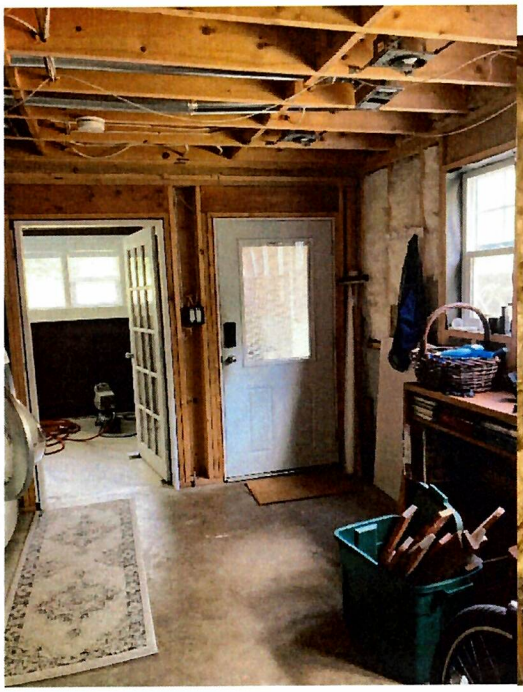
Attachments:

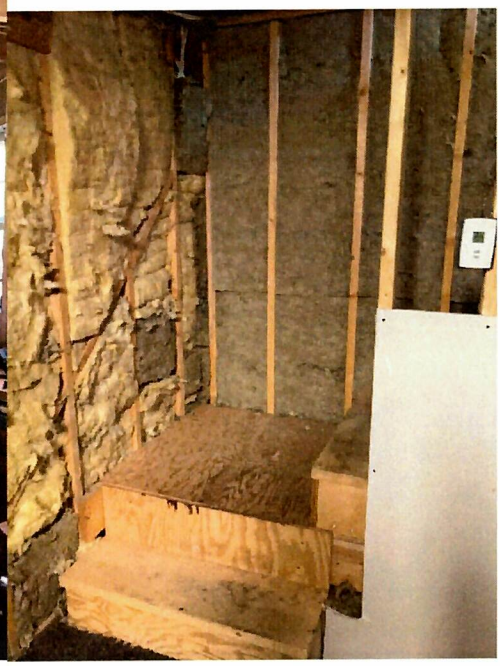
- APPENDIX 'A'

Appendix 'A'

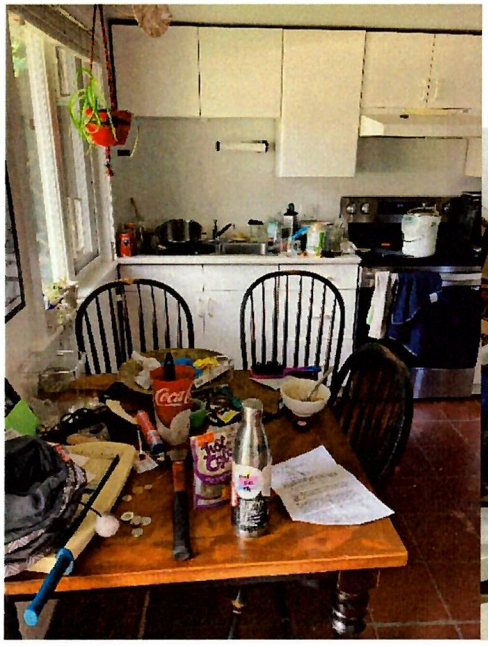


Addition to house, deck with living below, unfinished new basement area.





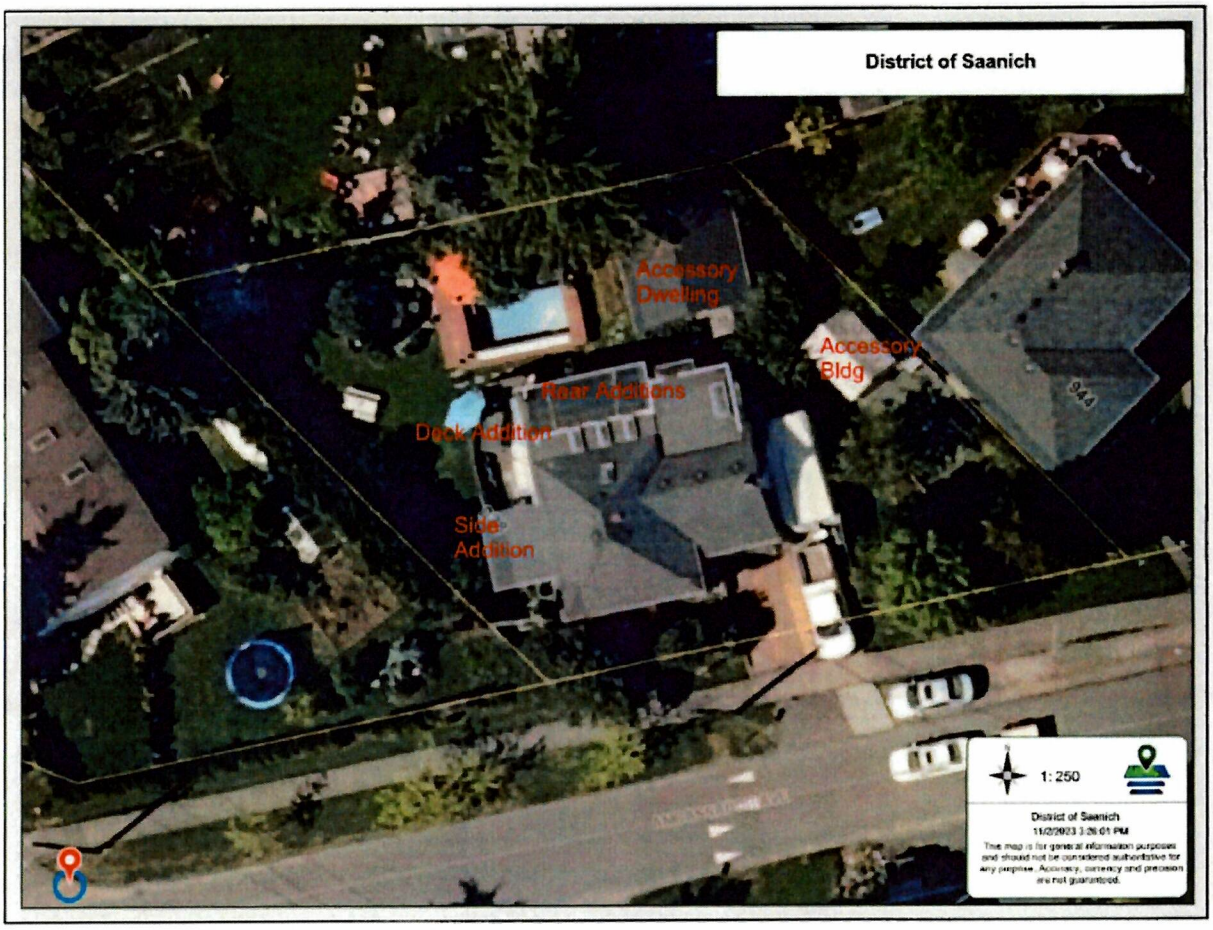
Accessory building occupied as a dwelling.







Site plan showing additions and accessory dwelling.



Aerial Photo 2021

TAB C

Council minutes, the 938 Ambassador Avenue items

November 20, 2023; June 23, 2025; July 14, 2025

DISTRICT OF SAANICH
MINUTES OF THE COUNCIL MEETING
HELD IN COUNCIL CHAMBERS
SAANICH MUNICIPAL HALL, 770 VERNON AVENUE
MONDAY, NOVEMBER 20, 2023 AT 7:01 P.M.

Present:

Chair: Mayor Murdock

Council: Councillors Brice, Brownoff, Chambers (via Teams), de Vries, Harper, Phelps Bondaroff, Plant and Westhaver

Staff: Brent Reems, Chief Administrative Officer (CAO); Angila Bains, Director of Legislative and Protective Services/Corporate Officer; Andie Britton-Foster, Municipal Solicitor; Shari Holmes-Saltzman, Acting Director of Planning; Harley Machielse, Director of Engineering (via Teams); Suzanne Samborski, Director of Parks, Recreation and Community Services (via Teams); Eva Riccius, Senior Manager, Parks; Roy Thomassen, Manager of Inspection Services; Maggie Baynham, Senior Sustainability Planner; and Lynn Merry, Senior Committee Clerk

MOVED by Councillor Harper and Seconded by Councillor Westhaver: "That the rules of procedure contained the Council Procedure Bylaw be temporarily suspended to allow electronic participation at the meeting of November 20, 2023."

CARRIED

NOTICE AGAINST LAND TITLE THAT BUILDING REGULATIONS CONTRAVENED

1610-50
Ambassador Avenue

938 AMBASSADOR AVENUE

Report of the Director of Legislative and Protective Services/Corporate Officer dated October 31, 2023 recommending that Council direct the Corporate Officer to register a notice in the Land Title Office for 938 Ambassador Avenue.

The Manager of Inspection Services stated:
- A Notice on Title is recommended for work being done without the benefit of plumbing or building permits.
- Fines may be levied against the homeowner for proceeding with work without permits.

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Brice: "That Council direct the Corporate Officer to register a notice in the Land Titles Office stating that a resolution has been made under Section 57 of the *Community Charter* relating to 938 Ambassador Avenue, legally described as Lot 1, Section 65, Victoria District, Plan 9202, PID: 005-572-312 or any subdivision of said lands as may be affected by the contravention(s)."

CARRIED

1610-50
Epson Drive

3838 EPSON DRIVE

Report of the Director of Legislative and Protective Services/Corporate Officer dated October 31, 2023 recommending that Council direct the Corporate Officer to register a notice in the Land Titles Office for 3838 Epson Drive.

The Manager of Inspection Services stated:
- A Notice on Title is recommended for work being done without the benefit of plumbing and building permits.
- The owner had applied for a variance, but the application was withdrawn, and the property is now up for sale.

T. Ko, Tyko Design on behalf of the owner stated:
- The application to the Board of Variance may not be successful.
- A full set of plans have been prepared with the hopes that a rezoning application for a duplex would be successful.

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Brice: "That Council direct the Corporate Officer to register a notice in the Land Titles Office stating that a resolution has been made under Section 57 of the *Community Charter* relating to 3838 Epson Drive, legally described as Lot 2, Section 32, Victoria District Plan 11874, PID: 004-898-516 or any subdivision of said lands as may be affected by the contravention(s)."

Council discussion ensued with the following comments:
- A Notice on Title will inform potential purchasers of the property.

The Motion was then Put and CARRIED

1610-50
Prospect Lake Road

4573 PROSPECT LAKE ROAD

Report of the Director of Legislative and Protective Services/Corporate Officer dated October 31, 2023 recommending that Council direct the Corporate Officer to register a notice in the Land Titles Office for 4573 Prospect Lake Road.

The Manager of Inspection Services stated:
- A Notice on Title is recommended for work being done without the benefit of plumbing and building permits.
- The stairs are a safety risk and are not in compliance with the permit on file, the 2018 BC Building Code or previous versions of the Code.
- The whole staircase must be replaced.

D. Cuerrier, the owner stated:
- Plans have been prepared and provided to staff; the plans would bring the existing dwelling into compliance.
- The outstanding issue is the west stairs not being compliant.

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Brice: "That Council direct the Corporate Officer to register a notice in the Land Titles Office stating that a resolution has been made under Section 57 of the *Community Charter* relating to 4573 Prospect Lake Road, legally described as Lot A, Sections 93 and 120, Lake District, Plan 19173 Except Part in Plan 33416, PID: 003-684-229 or any subdivision of said lands as may be affected by the contravention(s)."

****
Councillor Chambers exited the meeting at 7:52 p.m.
****

Council discussion ensued with the following comments:
- There may be an alternative to a Notice on Title that could be considered.
- The owner should work with staff to come up with a solution.

The Motion was then Put and CARRIED
with Councillor Harper OPPOSED
and Councillor Chambers Absent for the Vote

****
The Manager of Inspection Services exited the meeting at 7:58 p.m.

Councillor Chambers returned to the meeting at 7:59 p.m.
****

ADOPTION OF MINUTES

Minutes

MOVED by Councillor Brice and Seconded by Councillor Brownoff: "That Council adopt the minutes of the:

- **Committee of the Whole meeting of October 23, 2023;**
- **Special Council meeting of October 23, 2023;**
- **Council meeting of October 30, 2023;**
- **Committee of the Whole meeting of November 6, 2023; and**
- **Special Council meeting of November 6, 2023."**

CARRIED

RISE AND REPORT

1180-20
CRD

FROM THE IN CAMERA MEETING OF NOVEMBER 6, 2023

"That Council appoint:

- **Councillors Brice and Plant to the Royal and McPherson Theatres Services Advisory Committee for the term from January 1, 2024, to December 31, 2024; and,**
- **Councillor Phelps Bondaroff to the Royal and McPherson Theatres Services Society Board for the term from January 1, 2024, to December 31, 2024."**

PUBLIC INPUT ON AGENDA ITEMS D

Public Input on Council Agenda Items

L. Thiessen, Louise Place
3834 Ophir Street
- There is a need for more greenspace with increased density; the dog leg portion of the property could be used for greenspace.
- The application is supportable.

M. Ang, Louise Place
3834 Ophir Street
- A townhouse development on this property is supportable but the developer should provide more details on the revisions to the application.
- A pocket park could be considered for this neighbourhood.

M. Cory, Browning Street
3823 Ophir Street
- Respecting the existing neighbours must be a consideration of development.

D. Dickson, Monarch Place
Strategic Plan Update
- There is no local context in the plan; statements that are not personalized would be more effective.

S. Izard, Seaview Road
Strategic Plan Update
- The Province stated that they had consulted municipalities to generate housing targets; the public was not consulted.

M. Najari, Leeds Place
Strategic Plan Update
- There is concern that the Provincial housing targets are not beneficial to citizens of Saanich.
- More supply is not going to address the need for more affordable housing units.

MOVED by Councillor de Vries and Seconded by Councillor Plant: "That Item H-1 – Implications of Provincial Government Legislative was added to the Consent Agenda as it is a referral motion."

CARRIED
with Councillors Brice and Chambers OPPOSED

CONSENT AGENDA ITEMS

MOVED by Councillor Plant and Seconded by Councillor Harper: "That Consent Agenda Items E1 and E4-E6 and H1 be approved."

CARRIED
with Councillor Chambers OPPOSED

Note – Item E2 – 5229 Cordova Bay Road – Development Permit Amendment Application and E3 – 4136 Carey Road – Sewer Service Area Inclusion Application were removed from the Consent Agenda.

2860-30
Blenkinsop Road

4503 BLENKINSOP ROAD – DEVELOPMENT PERMIT APPLICATION

Report of the Director of Planning dated October 31, 2023 to approve a Development Permit at 4503 Blenkinsop Road for the construction of a 92.90 m² garden suite with variances for siting and accessory building lot coverage.

"That Development Permit DPR01028 be approved and issued subject to confirmation by the Director of Planning that a covenant pursuant to Section 219 of the *Land Title Act* and section 5.35 (j) of the Zoning Bylaw, 2003, has been registered against title to the subject property."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

5370-30
RFQ 23-070

AWARD OF REQUEST FOR QUOTE RFQ 23-070 – MECHANICAL SERVICES (HVAC) PROGRAM

Report of the Director of Engineering dated November 6, 2023 to approve the award of RFQ 23-070 for mechanical (HVAC) services program to Trane Canada West, Archie Johnstone Plumbing and Heating Ltd., Johnsons Control and South Island Mechanical Ltd., for a period of one (1) year, with an option to extend for an additional two (2) one-year periods. Historically the total annual value of mechanical repairs and services for the District has been approximately $50,000 to $100,000 per year.

"That Council approve the award of RFQ 23-070 for mechanical (HVAC) services program to Trane Canada West, Archie Johnstone Plumbing and Heating Ltd., Johnsons Control and South Island Mechanical Ltd., for a period of one (1) year, with an option to extend for an additional two (2) one-year periods, with the approximate total annual value of mechanical repairs and services of $50,000 to $100,000 per year.

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1110-30
Heat Pump Financing Service Bylaw

HEAT PUMP FINANCING PROGRAM – LOCAL AREA SERVICE BYLAWS FOR PARTICIPATING PROPERTIES

Report of the Director of Sustainability and Strategic Initiatives and the Director of Finance dated November 8, 2023 to give Three Readings to 30 heat pump financing local area services bylaws, as listed in Attachment 1 to the report, to establish Local Area Services for the provision of financing for participating properties.

61 Hampton Road Heat Pump Financing Local Area Service Bylaw, 2023, No. 9933

"That Bylaw No. 9933 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9933 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9933 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

165 Regina Avenue Heat Pump Financing Local Area Service Bylaw, 2023, No. 9934

"That Bylaw No. 9934 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9934 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9934 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

191 Homer Road Heat Pump Financing Local Area Service Bylaw, 2023, No. 9935

"That Bylaw No. 9935 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9935 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9935 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

414 Vincent Avenue Heat Pump Financing Local Area Service Bylaw, 2023, No. 9936

"That Bylaw No. 9936 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9936 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9936 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

502 Dumeresq Street Heat Pump Financing Local Area Service Bylaw, 2023, No. 9937

"That Bylaw No. 9937 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9937 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9937 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

640 Polyanthus Crescent Heat Pump Financing Local Area Service Bylaw, 2023, No. 9939

"That Bylaw No. 9939 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9939 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9939 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

981 Abbey Road Heat Pump Financing Local Area Service Bylaw, 2023, No. 9940

"That Bylaw No. 9940 be given First Reading."

ADOPTED ON CONSENT

with Councillor Chambers OPPOSED

"That Bylaw No. 9940 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9940 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1105 Labrador Place Heat Pump Financing Local Area Service Bylaw, 2023, No. 9941

"That Bylaw No. 9941 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9941 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9941 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1275 Reynolds Road Heat Pump Financing Local Area Service Bylaw, 2023, No. 9942

"That Bylaw No. 9942 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9942 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9942 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1447 Jamaica Road Heat Pump Financing Local Area Service Bylaw, 2023, No. 9943

"That Bylaw No. 9943 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9943 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9943 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1581 Cabana Place Heat Pump Financing Local Area Service Bylaw, 2023, No. 9944

"That Bylaw No. 9944 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9944 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9944 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1614 Derby Road Heat Pump Financing Local Area Service Bylaw, 2023, No. 9945

"That Bylaw No. 9945 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9945 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9945 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1645 Howroyd Avenue Heat Pump Financing Local Area Service Bylaw, 2023, No. 9946

"That Bylaw No. 9946 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9946 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9946 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1681 Cedarwood Close Heat Pump Financing Local Area Service Bylaw, 2023, No. 9947

"That Bylaw No. 9947 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9947 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9947 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1737 Midgard Avenue Heat Pump Financing Local Area Service Bylaw, 2023, No. 9948

"That Bylaw No. 9948 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9948 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9948 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1815 Ferndale Road Heat Pump Financing Local Area Service Bylaw, 2023, No. 9949

"That Bylaw No. 9949 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9949 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9949 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1898 Grandview Drive Heat Pump Financing Local Area Service Bylaw, 2023, No. 9950

"That Bylaw No. 9950 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9950 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9950 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1941 Ernest Avenue Heat Pump Financing Local Area Service Bylaw, 2023, No. 9951

"That Bylaw No. 9951 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9951 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9951 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

2851 Adelaide Avenue Heat Pump Financing Local Area Service Bylaw, 2023, No. 9952

"That Bylaw No. 9952 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9952 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9952 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

2875 Austin Avenue Heat Pump Financing Local Area Service Bylaw, 2023, No. 9953

"That Bylaw No. 9953 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9953 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9953 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

2983 Baynes Road Heat Pump Financing Local Area Service Bylaw, 2023, No. 9954

"That Bylaw No. 9954 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9954 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9954 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

3224 Bellevue Road Heat Pump Financing Local Area Service Bylaw, 2023, No. 9955

"That Bylaw No. 9955 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9955 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9955 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

3320 Cook Street Heat Pump Financing Local Area Service Bylaw, 2023, No. 9956

"That Bylaw No. 9956 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9956 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9956 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

3827 Synod Road Heat Pump Financing Local Area Service Bylaw, 2023, No. 9957

"That Bylaw No. 9957 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9957 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9957 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

3996 South Valley Drive Heat Pump Financing Local Area Service Bylaw, 2023, No. 9958

"That Bylaw No. 9958 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9958 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9958 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

4046 Magdelin Street Heat Pump Financing Local Area Service Bylaw, 2023, No. 9959

"That Bylaw No. 9959 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9959 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9959 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

4145 Borden Street Heat Pump Financing Local Area Service Bylaw, 2023, No. 9960

"That Bylaw No. 9960 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9960 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9960 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

4287 Gordon Head Road Heat Pump Financing Local Area Service Bylaw, 2023, No. 9961

"That Bylaw No. 9961 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9961 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9961 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

4345 Gordon Head Road Heat Pump Financing Local Area Service Bylaw, 2023, No. 9962

"That Bylaw No. 9962 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9962 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9962 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

4576 Cordova Bay Road Heat Pump Financing Local Area Service Bylaw, 2023, No. 9963

"That Bylaw No. 9963 be given First Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9963 be given Second Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

"That Bylaw No. 9963 be given Third Reading."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1410-01
Council Proceedings

2024 ACTING MAYOR SCHEDULE

Memo of the Director of Legislative and Protective Services/Corporate Officer dated November 9, 2023 to approve the 2024 Acting Mayor schedule.

"That the Acting Mayors be appointed in accordance with the following schedule:

January	**Councillor Karen Harper**
February	**Councillor Teale Phelps Bondaroff**
March	**Councillor Colin Plant**
April	**Councillor Susan Brice**
May	**Councillor Zac de Vries**
June	**Councillor Judy Brownoff**
July	**Councillor Mena Westhaver**
August	**Councillor Nathalie Chambers**
September	**Councillor Karen Harper**
October	**Councillor Teale Phelps Bondaroff**
November	**Councillor Colin Plant**
December	**Councillor Susan Brice."**

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

1410-04
Report - Council

IMPLICATIONS OF PROVINCIAL GOVERNMENT LEGISLATIVE

Notice of Motion from Councillor de Vries from the Council meeting of October 16, 2023 that Council direct staff to report back to the Housing Affordability Standing Committee on the implications of legislation introduced by the Provincial Government regarding short-term rentals on Saanich's Housing Strategy implementation.

"That Council direct staff to report back to the Housing Affordability Standing Committee on the implications of legislative introduced by the Provincial Government regarding short-term rentals on Saanich's Housing Strategy implementation."

ADOPTED ON CONSENT
with Councillor Chambers OPPOSED

BYLAWS FOR THREE READINGS

2870-30
Carey Road

ZONING BYLAW, 2003, AMENDMENT BYLAW, 2023, NO. 9938

Memo of the Director of Legislative and Protective Services/Corporate Officer dated October 24, 2023 to give Three Readings to "Zoning Bylaw, 2003, Amendment Bylaw, 2023, No. 9938" to rezone 4136 Carey Road from the A-1 (Rural) Zone to the RS-6 (Single Family Dwelling) Zone to subdivide to create one additional lot (two lots total) for single family dwelling use.

MOVED by Councillor Plant and Seconded by Councillor Westhaver: "That Bylaw No. 9938 be given First Reading."

CARRIED
with Councillor Chambers OPPOSED

MOVED by Councillor Plant and Seconded by Councillor Westhaver: "That Bylaw No. 9938 be given Second Reading."

Council discussion ensued with the following comments:
- No correspondence on this item has been received.

The Motion was then Put and CARRIED
with Councillor Chambers OPPOSED

MOVED by Councillor Plant and Seconded by Councillor Westhaver: "That Bylaw No. 9938 be given Third Reading."

CARRIED
with Councillor Chambers OPPOSED

2870-30
Ophir Street

ZONING BYLAW, 2003, AMENDMENT BYLAW, 2023, NO. 9971

Memo of the Director of Legislative and Protective Services/Corporate Officer dated November 8, 2023 to give Three Readings to "Zoning Bylaw, 2003, Amendment Bylaw, 2023, No. 9971" to rezone 3834 Ophir Street from the RS-6 (Single Family Dwelling) Zone to the RT-WA (Attached Housing Whittier Avenue) Zone to construct a 14 unit three-storey attached housing development.

MOVED by Councillor Harper and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 9971 be given First Reading."

CARRIED

MOVED by Councillor Harper and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 9971 be given Second Reading."

In response to questions from Council, the CAO, the Director of Parks, Recreation and Community Services, the Acting Director of Planning and the Senior Manager, Parks stated:
- The developer is welcome to provide public greenspace at their expense.
- The dog leg portion of the property is too small to be considered parkland managed by Saanich.
- The application does meet the requirements in the Urban Forest Strategy and does not result in a net loss of trees.
- Pocket parks are generally provided by developers.

Council discussion ensued with the following comments:
- Providing a place for neighbours to sit in nature would be appreciated.
- Infill is appropriate in this neighbourhood.

The Motion was then Put and CARRIED

MOVED by Councillor Harper and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 9971 be given Third Reading."

CARRIED

****

The Acting Director of Planning exited the meeting at 8:53 p.m.

****

1110-30
Climate Action Revitalization Tax Exemption Bylaw

xref: 2560-50
Climate Action Revitalization Tax Exemption Program

CLIMATE ACTION REVITALIZATION TAX EXEMPTION BYLAW, 2023, NO. 9932

Report of the Director of Sustainability and Strategic Initiatives and the Director of Finance dated November 2, 2023 to adopt the Application of an Annual Exemption Cap to the Climate Action Revitalization Tax Exemption Council Policy, give Three Readings to "Climate Action Revitalization Tax Exemption Bylaw, 2023, No. 9924" to initiate the Climate Action Revitalization Tax Exemption program to support buildings to convert from fossil fuel-powered space heating, ventilation and/or domestic hot water system to an electric mechanical system and direct staff to launch the program upon enactment of the bylaw.

MOVED by Councillor Plant and Seconded by Councillor Westhaver: "That Council:

- **Adopt the Council Policy on the Application of an Annual Exemption Cap for the Climate Action Revitalization Tax Exemption included as Attachment 2 of the report of the Directors of Sustainability and Strategic Initiatives and Finance; and**
- **Direct staff to launch the program upon enactment of the bylaw."**

In response to questions from Council, the Senior Sustainability Planner stated:

- Residents have expressed interest in the program.
- Once the program is up and running, outreach and promotion will be undertaken.
- Exemption certificates could be issued starting in 2025.
- Staff will provide an update to Council in early 2025 on the number of applications received, issues encountered and recommendations for modifications, if necessary.
- Annual updates will be included in the Climate Action Report Card.
- The bylaw includes authority be delegated to staff to enter into agreements with property owners and issue the exemption certificate.
- A Strata Energy Advisor Program is being developed to help stratas navigate the process.

The Motion was then Put and CARRIED

MOVED by Councillor Plant and Seconded by Councillor de Vries: "That Bylaw No. 9932 be given First Reading."

CARRIED

MOVED by Councillor Plant and Seconded by Councillor de Vries: "That Bylaw No. 9932 be given Second Reading."

CARRIED

MOVED by Councillor Plant and Seconded by Councillor Harper: "That Bylaw No. 9932 be given Third Reading."

CARRIED

****
The Senior Sustainability Planner exited the meeting at 9:04 p.m.
****

REPORTS FROM DIRECTORS

2710-30
Prospect Lake Road

1110-30
Park Dedication Bylaw

4657 PROSPECT LAKE ROAD – GIFT OF PROPERTY

Report of the Director of Parks, Recreation and Community Services dated November 20, 2023 to receive the report for information, give Three Readings to "Prospect Lake Reserve Fund Bylaw, 2023, No. 9968" to set aside the amount of $200,000 into a reserve fund in support of the health of Prospect Lake, and give Three Readings to "Park Dedication Bylaw, 2023 (4657 Prospect Lake Road), No. 9969" to dedicate as park the District-owned parcel with the civic address of 4657 Prospect Lake Road.

1110-30
Prospect Lake Reserve Fund Bylaw

MOVED by Councillor Plant and Seconded by Councillor de Vries: "That Council receive the report of the Director of Parks, Recreation and Community Services dated November 20, 2023 for information."

In response to questions from Council, the Senior Manager, Parks stated:
- The approximately 2 ½ acre property was offered to the District as a gift.
- Funds are to be set aside to support the health of Prospect Lake.
- The owners will have occupancy on the property for up to 21 years.
- The property is currently zoned P-4; there is no change to the zoning.
- There have been some issues with algae from time to time at Prospect Lake.

Council discussion ensued with the following comments:
- The donation of property is greatly appreciated.

The Motion was then Put and CARRIED

Prospect Lake Reserve Fund Bylaw

MOVED by Councillor Plant and Seconded by Councillor Westhaver: "That Bylaw No. 9968 be given First Reading."

CARRIED

MOVED by Councillor Plant and Seconded by Councillor Westhaver: "That Bylaw No. 9968 be given Second Reading."

In response to questions from Council, the Municipal Solicitor stated:
- There is a condition in the donation agreement that the clubhouse on the property will maintain heritage status.

The Motion was then Put and CARRIED

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 9968 be given Third Reading."

CARRIED

Park Dedication Bylaw

MOVED by Councillor Plant and Seconded by Councillor Westhaver: "That Bylaw No. 9969 be given First Reading."

CARRIED

MOVED by Councillor Plant and Seconded by Councillor Westhaver: "That Bylaw No. 9969 be given Second Reading."

CARRIED

MOVED by Councillor Plant and Seconded by Councillor Westhaver: "That Bylaw No. 9969 be given Third Reading."

CARRIED

****

The Senior Manager, Parks and the Municipal Solicitor exited the meeting at 9:21 p.m.

****

2860-20
Cordova Bay Road

5229 CORDOVA BAY ROAD – DEVELOPMENT PERMIT AMENDMENT APPLICATION

Report of the Director of Planning dated November 2, 2023 to approve a Development Permit Amendment at 5229 Cordova Bay Road to permit a further 0.5 m building height variance to retain the barrier-free access and accommodate the municipal road improvements underway for Cordova Bay Road.

MOVED by Councillor Plant and Seconded by Councillor Harper: "That Development Permit Amendment DPA01035 be approved and issued."

Council discussion ensued with the following comments:

- The amendment is due to road work that Saanich wishes to undertake and to ensure that the development remains accessible.

In response to questions from Council, the Director of Engineering stated:

- The former gas station owner would be responsible for the costs for remediating the property.

The Motion was then Put and CARRIED

2870-30
Carey Road

4136 CAREY ROAD – SEWER SERVICE AREA INCLUSION APPLICATION

Report of the Director of Engineering dated November 9, 2023 to approve the inclusion of 4136 Carey Road into the Sewer Service Area.

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Council:

- **Approve the inclusion of 4136 Carey Road (Lot A, Block 2, Section 82, Victoria District, Plan 1704) into the Sewer Service Area; and**
- **Direct staff to proceed with drafting an amendment to the Sanitary Sewer Bylaw No. 8792 for consideration."**

Council discussion ensued with the following comments:
- The property is within the Urban Containment Boundary; from an environmental perspective, the application is supportable.

The Motion was then Put and CARRIED

****

The Directors of Engineering and Parks, Recreation and Community Services exited the meeting at 9:35 p.m.

****

1970-40
2023-2027 Strategic Plan

2023-2027 STRATEGIC PLAN UPDATE

Report of the Chief Administrative Officer dated November 6, 2023 to adopt the update to the Strategic Plan to incorporate the objective and actions related to the Ministerial Order issued under the *Housing Supply Act*.

MOVED by Councillor de Vries and Seconded by Councillor Plant: "That Council adopt the update to the 2023-2027 Strategic Plan set out in Appendix "A" to incorporate an objective and actions related to the Ministerial Order issued under the *Housing Supply Act."*

Council discussion ensued with the following comments:
- The update formalizes the current direction of Saanich.
- It is consistent with the Housing Strategy and clarifies how the Strategic Plan will work with what the Province has mandated.
- It may be appropriate to request the Province provide funds for staffing to help with meeting targets.
- The update incorporates the housing targets outlined in the Ministerial Order into the Strategic Plan.

In response to questions from Council, the CAO stated:
- The key indicators and how they relate to the Ministerial Order will be the primary lens for evaluation.
- Notification was provided with respect to the Strategic Plan Update being considered at this Council meeting; a public information session was held on the plan development.
- Engagement with First Nations has not taken place on this update or the Ministerial Order; the opportunity for ongoing engagement with the W̱SÁNEĆ Leadership Council is outlined in the Memorandum of Understanding.
- The Province provided the housing targets within the Ministerial Order.
- The long term staffing plan was finalized approximately two years ago; a refresh of the staffing plan is ongoing based on current initiatives.
- The goal is to bring the Strategic Plan into alignment with the Provincial directive.

The Motion was then Put and CARRIED with Councillor Chambers OPPOSED

1410-01
Council Proceedings

ADVISORY COMMITTEE UPDATES

Members of Council gave an update on the respective Advisory Committees they chair: Accessibility and Diversity, Equity and Inclusion Advisory Committee (ADEI), Arts, Culture and Community Wellbeing Advisory Committee (ACCW), Economic Development Advisory Committee (EDAC), Natural Areas, Parks and Trails Advisory Committee (NAPT), Sustainability and Climate Action Advisory Committee (SCA), and Transportation Advisory Committee (TAC).

Adjournment

On a motion from Councillor de Vries, the meeting adjourned at 10:31 p.m.

…....
MAYOR

I hereby certify these Minutes are accurate.

.....
CORPORATE OFFICER

DISTRICT OF SAANICH
MINUTES OF THE COUNCIL MEETING
HELD IN COUNCIL CHAMBERS
SAANICH MUNICIPAL HALL, 770 VERNON AVENUE
MONDAY, JUNE 23, 2025

ROLL CALL

Chair:	Mayor Murdock
Council:	Councillors Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Westhaver
Regrets:	Councillors Plant
Staff:	Brent Reems, Chief Administrative Officer; Paul Arslan, Director of Finance (via Teams) (7:26 p.m.); Angila Bains, Director of Legislative and Protective Services/Corporate Officer; Lindsay Chase, Director of Planning; Harley Machielse, Director of Engineering (7:00 p.m.); Suzanne Samborski, Director of Parks, Recreation and Community Services (7:00 p.m.); Trevor Hurst, Chief Information Officer (7:38 p.m.); Trevor Stubbings, Deputy Chief (7:00 p.m.); Heidi Boudreau, Municipal Solicitor; Kelsie McLeod, Senior Manager of Communications and Strategic Initiatives (7:00 p.m.); Eva Riccius, Senior Manager of Parks (7:00 p.m.); Sai Sashank Jonnalagadda, Business Planning and Reporting Manager (7:00 p.m.); Rebecca Newlove, Manager of Sustainability (7:06 p.m.); Roy Thomassen, Manager of Inspection Services; Noman Sharif, Deputy Corporate Officer/Deputy Manager; and Colton Whittaker, Committee Clerk (7:00 p.m.)

The Mayor called the meeting to order at 5:16 p.m. in Committee Room 2.

MOVED by Councillor Brice and Seconded by Councillor Brownoff: "That the meeting be closed in accordance with the *Community Charter*, Part 4, Division 3, Section 90 (1) (e), (i) and (k) and (2) (b) as the matters relate to the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality; the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose; negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the Council, could reasonably be expected to harm the interests of the municipality if they were held in public; and the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party."

RESULT: Carried 7 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, de Vries, Harper, Phelps Bondaroff, Westhaver
OPPOSED: None
ABSENT: Chambers

On a motion from Councillor Brice, the meeting adjourned to In Camera at 5:17 p.m.

The meeting reconvened at 7:00 p.m.

APPEALS

1610-50
Ambassador

REQUEST TO CANCEL NOTICE ON TITLE – 938 AMBASSADOR AVENUE

Report of the Director of Legislative and Protective Services/Corporate Officer dated June 3, 2025.

To reconsider the resolution from the Council meeting of November 20, 2023, under Section 58 of the *Community Charter*, regarding the Section 57 Notice Against Land Title that

Building Regulations Contravened on the title of the property at 938 Ambassador Avenue for building without obtaining the required building/plumbing permits.

The Corporate Officer stated:

- Notice, along with the recommendation and report, was sent to the registered owner via registered mail on November 7, 2023.
- Direct mail was also issued through Canada Post on the same date.
- The application was presented to Council on November 20, 2023, at which time Council resolved to place a notice on title.

Legal counsel on behalf of the applicant stated:

- The registered owner is requesting the cancellation of the notice on title.
- The owner believes he was not properly notified of the November 20, 2023 Council meeting at which the notice on title was issued and that the District failed to meet its duty of procedural fairness and notice under the *Community Charter*.
- The Council meeting proceeded on November 20, 2023 without anyone appearing on behalf of the owner.

In response to questions from Council, legal counsel on behalf of the property owner stated:

- Legal Counsel is not prepared to speak to the merits of the bylaw matter at this time and only wishes to address the procedural aspects.
- If notice were reissued, a representative on behalf of the property owner would be prepared to address the merits of the bylaw matter at that time.

In response to questions from Council, the Corporate Officer stated:

- Council may request that the bylaw matter be discussed and that the legal counsel represent the property owner.
- Council may provide alternative direction to staff, including requesting representation at a future meeting.
- Staff do not recommend removing the Section 57 notice, as it was placed on title due to bylaw contraventions affecting life and safety.
- Staff have advised that adequate notice was provided, and the process followed was procedurally fair.
- The matter may be scheduled for discussion at the Council meeting on Monday, July 14, 2025, at Saanich Municipal Hall to allow for representation regarding the Section 57 notice.

Council discussion ensued with the following comments:

- The concern raised is that the property owner did not have an opportunity to be represented.
- Inviting representation would enable Council to make a more informed decision and address the owner’s concerns.
- Deferring the decision until representation can be heard appears to be the most reasonable approach.

In response to questions from Council, the CAO stated:

- It is recommended that Council defer the decision on the cancellation of the notice until an opportunity for representation is provided.

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Westhaver: "That Council defer the decision to cancel the resolution of November 20, 2023, that has been made under Section 58 of the *Community Charter* relating to 938 Ambassador Avenue, legally described as Lot 1, Section 65, Victoria District, Plan 9202, PID: 005-572-312 or

any subdivision of said lands as may be affected by the contravention(s), to the Monday, July 14, 2025 Council meeting, at Saanich Municipal Hall, to allow for representation from the property owner. "

RESULT: Carried 8 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Westhaver
OPPOSED: None

****
The Municipal Solicitor and the Manager of Inspection Services exited the meeting at 7:24 p.m.
****

PRESENTATIONS FROM OTHER GOVERNMENT AGENCIES

2025 CANADIAN ASSOCIATION OF MUNICIPAL ADMINISTRATORS (CAMA) AWARDS OF EXCELLENCE

Presentation from Evan Parliament, CAMA Board Representative for British Columbia.

To present Saanich with the Environmental Leadership and Sustainability Award for the Biodiversity Conservation Strategy and Urban Forest Strategy.

The Canadian Association of Municipal Administrators (CAMA) Board Representative for British Columbia gave a presentation and the following was noted:

- The Environmental Leadership and Sustainability Award acknowledges commitment to projects that meet present needs without compromising future generations.
- The District of Saanich is this year's winner of the Environmental Leadership and Sustainability Award in the category for municipalities with a population over 100,000, for its Biodiversity Conservation Strategy (BCS) and Urban Forest Strategy (UFS).
- Saanich's trail systems and linear parks are strong examples of environmental protection and the integration of people and place.

Council discussion ensued with the following comments:

- The Biodiversity Conservation Strategy and Urban Forest Strategies reflect the Districts commitment to environmental stewardship.

****
The Senior Manager of Parks exited the meeting at 7:33 p.m.
****

ADOPTION OF MINUTES

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Brice: "That Council adopt the minutes of the:

- **Town Hall meeting of May 6, 2025**
- **Council meeting of May 12, 2025**
- **Committee of the Whole meeting of June 2, 2025**
- **Special Council meeting of June 2, 2025"**

RESULT: Carried 8 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Westhaver

OPPOSED: None

PUBLIC INPUT ON BUSINESS ITEMS

Kyle Velikovsky, Co-Owner of White Wolf Homes
5032 Wesley Road – Rezoning and Subdivision Application

- The project complies with the Official Community Plan (OCP) and the Cordova Bay Local Area Plan (LAP).
- Extensive community engagement was undertaken.

Steve Lush, Neighbour of 5032 Wesley Road
5032 Wesley Road – Rezoning and Subdivision Application

- A petition with 90 signatures has been submitted in opposition to the application.
- The proposed house size is viewed as too large for the neighbourhood.

Suzanne Clary, Gardner Place
5032 Wesley Road – Rezoning and Subdivision Application

- Environmental stewardship, neighbourhood cohesion, and safety are important.
- Expressed concern that the proposed development would occupy most of the lot.

Sonal Hemaratne, Gardner Place
5032 Wesley Road – Rezoning and Subdivision Application

- Concerned about tree protection and resident safety.
- Council should prioritize environmental protection over development.

Brock Smith, 5037 Wesley Road
5032 Wesley Road – Rezoning and Subdivision Application

- Recommended that Council disallow the rezoning and subdivision.
- The development will negatively impact property values and quality of life on the street.

Kathy Hapinook, Gardner Place
5032 Wesley Road – Rezoning and Subdivision Application

- There is inadequate parking planned in the proposal.
- Garbage and recycling trucks will have difficulty navigating the Gardner Place cul-de-sac.

Bob Yates
Increasing The Supply of Childcare Spaces in Saanich

- There are approximately 8,000 to 10,000 residents under age 9, including parents and grandparents. This group makes up about 25% of Saanich's population.
- Saanich should work to develop a strategic 3–5 year plan for childcare.

CONSENT AGENDA ITEMS

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Brice: "That Consent Agenda items E1 to E6 be approved."

RESULT: Carried 8 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Westhaver
OPPOSED: None

2860-30
Burnside Road West

794 BURNSIDE ROAD WEST - DEVELOPMENT PERMIT APPLICATION

Report of the Director of Planning dated June 4, 2025.

To approve Development Permit DPR01074 to relocate the existing house on the lands of 794 Burnside Road West and construct an addition under existing C-1 (Local Commercial) Zoning.

"That Development Permit DPR01074 be approved and issued."

ADOPTED ON CONSENT

5170-20
Cost Sharing/Reciprocal Agreements

UNION OF BC MUNICIPALITIES COMMUNITY EXCELLENCE AWARDS APPLICATION – STRATEGIC SUPPORT FOR NON-MARKET HOUSING

Report of the Director of Planning dated June 4, 2025.

To approve the application to the 2025 Union of British Columbia Municipalities (UBCM) Community Excellence Award in the Excellence in Service Delivery category for the District's Strategic Supports for Non-Market Housing Program.

"That Council endorse an application to the Union of BC Municipalities (UBCM) Community Excellence Awards 2025 for the Strategic Supports for Non-Market Housing Program under the Excellence in Service Delivery category."

ADOPTED ON CONSENT

1420-30
Finance and Governance Standing Committee

INFORMATION ACCESS, PRIVACY & RECORDS MANAGEMENT – 2024 REPORT

Memo of the Finance and Governance Standing Committee dated June 5, 2025.

To refer the report to Council for information.

"That Council receive the Information Access, Privacy and Records Management - 2024 Report for information."

ADOPTED ON CONSENT

1450-20
Delegation of Authority

DELEGATION OF AUTHORITY TO AWARD FOR 2025 CIVIL CONSTRUCTION TENDERS

Report of the Director of Engineering dated June 9, 2025.

To delegate authority to the Chief Administrative Officer to approve the award, plus change orders within budget, of the upcoming 2025 civil construction tenders.

"That Council hereby authorizes the Chief Administrative Officer:

- **To approve the award, plus change orders within budget, of the upcoming 2025 civil construction tenders; and**
- **To do all acts and things, and execute all agreements and documents necessary to carry out the purchase."**

ADOPTED ON CONSENT

5370-30
Procurement Management

DIRECT AWARD FOR LOCK AND UNLOCK SERVICES

Report of the Director of Parks, Recreation, and Community Services dated June 9, 2025.

To approve the direct award for Lock and Unlock Services to Canadian Corps of Commissionaires (Victoria, The Islands and Yukon) doing business as Commissionaires VIY for a two-year period, with an option to extend for three additional one-year terms. The annual estimate for services is $132,000 (based on estimated quantities and excluding taxes).

"That Council approve the direct award for Lock and Unlock Services to Canadian Corps of Commissionaires (Victoria, The Islands and Yukon) doing business as Commissionaires VIY. The annual estimate for services is $132,000 (based on estimated quantities and excluding taxes)."

ADOPTED ON CONSENT

5370-20
Procurement Management

PURCHASE OF TWO TANDEM TRUCKS

Report of the Director of Engineering dated June 10, 2025.

To approve to purchase two 2026 Freightliner 114SD Plus Tandem Trucks outfitted with snow and ice equipment from Falcon Equipment for $959,046.64. Funding for the purchase is available through the Fleet Acquisition and Sewer Equipment Replacement Funds.

"That Council approve the purchase, and change orders within budget, of two (2) 2026 Freightliner 114SD Plus Tandem Trucks outfitted with snow and ice equipment with Falcon Equipment."

ADOPTED ON CONSENT

BYLAWS FOR THREE READINGS

2870-30
Wesley (5032)

5032 WESLEY ROAD - REZONING AND SUBDIVISION APPLICATION

Report of the Director of Planning dated May 21, 2025.

To approve the application and give three readings to "Zoning Bylaw, 2003, Amendment Bylaw, 2025, No. 10158" to rezone a portion of 5032 Wesley Road from the RS-12A (Single Family Dwelling) Zone to the RS-12 (Single Family Dwelling) Zone in association with a subdivision application to create one additional lot (for two lots total) for Small-Scale Multi-Unit Housing use.

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Harper: "That Bylaw No. 10158 be given First Reading."

RESULT: Carried 7 TO 1
IN FAVOUR: Murdock, Brice, Brownoff, de Vries, Harper, Phelps Bondaroff, Westhaver
OPPOSED: Chambers

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Harper: "That Bylaw No. 10158 be given Second Reading."

Council discussion ensued with the following comments:

- Tree loss negatively affects shading, climate protection, and ecosystem resilience. Replanting trees does not restore mature forests. Trees are interconnected and removing one impacts others.
- There is strong community concern for trees and the District uses multiple tactics and plans to protect them.
- The development is an example of missing middle housing that would diversify housing options in Saanich.
- Making ad-hoc decisions contrary to policy contributed to the housing crisis. It is imperative to follow policy.

In response to questions from Council, The Director of Engineering stated:

- Gardner Place is largely built out and aligns with the existing 8.5 m road section standard in the subdivision bylaw.
- The applicant must comply with ministry regulations on contaminated soil as part of the building permit process.
- Staff have worked with the applicant to minimize tree loss.

In response to questions from Council, The Director of Planning stated:

- All residential zoning within the Urban Containment Boundary (UCB) is eligible for Small Scale Multi-Unit Housing (SMUH). This legislation permits a maximum height of three stories, the applicant has proposed two stories.
- Due to existing property conditions, the applicant is using SMUH provisions for part of the site. Buildings must comply with SMUH setback regulations.
- Setback requirements apply regardless of any existing development permit before the subdivision application.

RESULT: Carried 6 TO 2
IN FAVOUR: Murdock, Brice, de Vries, Harper, Phelps Bondaroff, Westhaver
OPPOSED: Brownoff, Chambers

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Harper: "That Bylaw No. 10158 be given Third Reading."

RESULT: Carried 6 TO 2
IN FAVOUR: Murdock, Brice, de Vries, Harper, Phelps Bondaroff, Westhaver
OPPOSED: Brownoff, Chambers

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Harper: "That the application to rezone a portion of 5032 Wesley Road from the RS-12A (Single Family Dwelling) Zone to the RS-12 (Single Family Dwelling) Zone be approved."

RESULT: Carried 6 TO 2
IN FAVOUR: Murdock, Brice, de Vries, Harper, Phelps Bondaroff, Westhaver
OPPOSED: Brownoff, Chambers

REPORTS FROM THE CAO OR DIRECTORS

1970-30
Annual Report

2024 ANNUAL REPORT FOR PUBLICATION

Report of the Director of Corporate Services dated June 10, 2025.

To present and approve the 2024 Annual Report.

The Business Planning and Reporting Manager presented the 2024 Annual Report.

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Chambers: "That Council approve the revised draft 2024 Annual Report, and direct staff to publish the 2024 Annual Report."

Council discussion ensued with the following comments:

- The report is well written, easy to read, visually appealing and engaging.
- Staff efforts to incorporate feedback are appreciated.

RESULT: Carried 8 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Westhaver
OPPOSED: None

****

The Director of Finance, the Director of Engineering, the Senior Manager of Communications and Strategic Initiatives, and the Business Planning and Reporting Manager exited the meeting at 9:02 p.m.

****

RECOMMENDATIONS FROM ADVISORY COMMITTEES

2310-30
Childcare Inventory and Action Plan

INCREASING THE SUPPLY OF CHILDCARE SPACES IN SAANICH

Memo of the Arts, Culture and Community Wellbeing Advisory Committee dated June 6, 2025.

To recommend that Council work in collaboration with other community partners to develop a three-to-five-year plan to increase the supply of childcare spaces.

MOVED by Councillor Westhaver and Seconded by Brice "That Council directs staff to work in collaboration with other community partners to develop a three to five year plan that will increase the supply of childcare spaces in the municipality."

Council discussion ensued with the following comments:

- Services for infants, toddlers, children aged 3–5, and before-and-after school care are in high demand.
- Between 15-25% of residents require childcare services and lack of access affects a significant portion of the population.
- Saanich developed a childcare plan prior to the pandemic, but implementation has been delayed.

In response to questions from Council, the CAO stated:

- This item would be appropriate for consideration during strategic planning as it is a new initiative that has not been budgeted for.
- Council uses the strategic plan to determine which items should be incorporated into the budget.
- Regulatory changes have been made to simplify the process for establishing home-based childcare. Planning implemented these changes as a low barrier action aligned with the 2021 Childcare Plan.

MOVED by Councillor de Vries and Seconded by Councillor Harper: "That Council refer the development of a three to five year plan, created in collaboration with community partners to increase the supply of childcare spaces in the municipality to a future Strategic Planning Session; and,
That staff report back at that time with a high level summary of the actions the District has taken on childcare in the last five years for discussion."

Council discussion ensued with the following comments:

- Strategic Planning is the correct route for this item. The next strategic planning meeting is scheduled for the fall.
- Co-locating childcare and elder care offers intergenerational benefits.
- This work aligns with the role of a social planner and could present an opportunity.

RESULT: Carried 8 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Westhaver
OPPOSED: None

ADJOURNMENT

MOVED by Councillor de Vries and Seconded by Councillor Westhaver: "That the meeting be adjourned."

RESULT: Carried 8 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Westhaver
OPPOSED: None

The meeting adjourned at 9:17 p.m.

MAYOR

I hereby certify these Minutes are accurate.

CORPORATE OFFICER

DISTRICT OF SAANICH
MINUTES OF THE COUNCIL MEETING
HELD IN COUNCIL CHAMBERS
SAANICH MUNICIPAL HALL, 770 VERNON AVENUE
MONDAY, JULY 14, 2025

ROLL CALL

Chair:	Mayor Murdock
Council:	Councillors, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, and Westhaver
Staff:	Brent Reems, Chief Administrative Officer; Michael Kaye, Saanich Fire Chief (via Teams) (7:00 p.m.); Sheila Allen, Director of Corporate Services; Paul Arslan, Director of Finance (7:00 p.m.); Angila Bains, Director of Legislative and Protective Services/Corporate Officer; Lindsay Chase, Director of Planning; Harley Machielse, Director of Engineering (7:00 p.m.); Trevor Hurst, Chief Information Officer (7:00 p.m.); Trevor Stubbings, Deputy Chief (via Teams) (8:12 p.m.); Heidi Boudreau, Municipal Solicitor; Andie Britton-Foster, Municipal Solicitor; Eva Riccius, Senior Manager of Parks; Nathalie Dechaine, Manager of Community Development and Business Systems (7:00 p.m.); Pam Hartling, Housing Planning and Policy Manager (7:00 p.m.); Carl Purvis, Manager of Current Planning (7:00 p.m.); Chris Coates, Strategic Advisor (7:00 p.m.); Molly Rose, Agriculture and Food Security Planner, Auxiliary Planner (7:00 p.m.); Noman Sharif, Deputy Corporate Officer/Deputy Manager; and Colton Whittaker, Committee Clerk (7:00 p.m.)

The Mayor called the meeting to order at 5:30 p.m. in Committee Room 2.

MOVED by Councillor Harper and Seconded by Councillor Plant: "That the meeting be closed in accordance with the *Community Charter*, Part 4, Division 3, Section 90 (1) (i) and (k) as the matters relate to the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the Council, could reasonably be expected to harm the interests of the municipality if they were held in public."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

The meeting adjourned to In Camera at 5:31 p.m.

The meeting reconvened at 7:00 p.m.

APPEALS

1410-04
Legislative

COUNCIL RECONSIDERATION HEARING - TREE CUTTING PERMIT REFUSAL APPEAL - 1021 VALEWOOD TRAIL

The Manager Community Development/Business Systems gave a presentation (PowerPoint on File).

In response to questions from Council, the CAO stated:

- Council's role is to determine whether the bylaw was properly applied.
- Waiving fees is not within Council's discretion under the reconsideration process.

In response to questions from Council, the Manager Community Development and Business Systems stated:

- Municipalities in the region accept varying amounts for cash-in-lieu contributions.
- In 2019, Council directed staff to strengthen the tree protection bylaw, which outlines specific reasons for tree removal.
- The intent of collecting a deposit is to ensure at least a 1:1 tree replacement ratio.

The Property Owner stated:

- The financial requirement poses a barrier to building a single-family home.
- It is requested that Council should waive or reduce the $31,600 cash-in-lieu requirement, or allow a rate comparable to the $300 refundable deposit applied to other homeowners.

The son of the Property Owner stated:

- The home could not be built in 2020 due to COVID-19.
- The building permit is financially unattainable for the family.

MOVED by Councillor Chambers and Seconded by Councillor Phelps Bondaroff: "That Council uphold the decision of the Director of Parks, Recreation and Community Services."

Council discussion ensued with the following comments:

- Council is obligated to apply the bylaw as written, and the rules must be applied consistently.

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

1650-10
Ambassador

REQUEST TO CANCEL NOTICE ON TITLE – 938 AMBASSADOR AVENUE

The Corporate Officer stated:

- A notice on title was placed on the property in November 2023 in accordance with Section 57 of the *Community Charter*.
- The purpose of this report is for Council to consider the applicant's request under Section 58 of the *Community Charter* to remove the notice.
- Council's role is to determine whether the Building Inspector has provided evidence that work requiring a permit was carried out without one.

The Manager of Inspection Services stated:

- Saanich received a complaint in November 2022 and accessed the property on July 13, 2023.
- Staff confirmed that work had been completed on the property without permits.
- To date, the property owner has not obtained any permits for the work undertaken.

Legal Counsel on behalf of the Property Owner stated:

- The validity of the July 2023 search and warrant is currently under review by the Provincial Court.
- The property owner disputes the use of the photos taken during the search as a basis for the notice.
- The owner believes they were not properly notified of the November 20, 2023 Council meeting at which the notice was issued.

- The owner disputes allegations of significant unpermitted work and believes the claims are unfounded.
- The owner believes that the District did not follow its 2018 Bylaw Enforcement Policy and that the search should have been conducted more reasonably.
- The notice on title is affecting the potential sale of the property.
- The owner feels the process has been unfair and requests the removal of the notice.

In response to questions from Council, Legal Counsel for the Property Owner stated:

- Legal representation changed in 2023, and the District was notified.
- The complaint originates from a single individual, and the owner believes it was made in bad faith.

In response to questions from Council, The Manager of Inspection Services stated:

- Staff confirmed that unpermitted work had been done after visiting the site and reviewing permit records.
- Internal GIS data shows that structures were added over time.
- Removing the notice may expose the District to liability.

In response to questions from Council, the CAO stated:

- The initial complaint concerned multiple modifications to the property.
- The District followed proper procedure by sending the notice via regular and registered mail.
- The search was lawfully conducted, and staff dispute the characterization of the search.
- Bylaw investigations are not limited to cases with two or more complaints.
- The fee to remove the notice after all conditions are met is $500.

In response to questions from Council, the Corporate Officer stated:

- The Manager of Building and Inspection Services contacted the owner by email to advise that a report regarding a notice on title would be presented to Council. Staff then followed up with both registered and regular mail.

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Plant: "That Council confirm the resolution of November 20, 2023, that has been made under Section 57 of the *Community Charter* relating to 938 Ambassador Avenue, legally described as Lot 1, Section 65, Victoria District, Plan 9202, PID: 005-572-312 or any subdivision of said lands as may be affected by the contravention(s)."

Council discussion ensued with the following comments:

- Staff and the Building Inspector have provided sufficient evidence that work was done without permits.
- Bylaw enforcement ensures that construction is carried out safely and legally. Not placing or maintaining a notice on title could result in District liability if issues arise.

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor de Vries: "That Council recess for five minutes."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

The meeting recessed at 8:18 p.m.

****
The Municipal Solicitors exited the meeting at 8:18 p.m.
****

PRESENTATIONS FROM EXTERNAL AGENCIES

1420-30
Citizen Assembly

VICTORIA-SAANICH CITIZEN'S ASSEMBLY ON MUNICIPAL AMALGAMATION – FINAL REPORT

Memo from the Director of Legislative and Protective Services/Corporate Officer dated July 6, 2025.

To present on the Victoria-Saanich Citizen's Assembly's final report.

Peter MacLeod, Assembly Chair and Principal, MASS LBP gave a presentation on the Victoria-Saanich Citizen's Assembly's final report (PowerPoint on File).

Victoria-Saanich Citizen's Assembly's representatives stated:

- Large rural parkland and agricultural land would remain unaffected by potential amalgamation due to protections under the Province's Agricultural Land Reserve (ALR) and Agricultural Land Commission (ALC).
- A referendum on amalgamation could take place during the next municipal election in 2026.
- Amalgamation represents a long-term vision for the community.
- The rationale for amalgamation is rooted in a shared vision for the community's future.

In response to questions from Council, the Director of Finance stated:

- The project has not exceeded its budget to date.

In response to questions from Council, the Principal from MASS LBP stated:

- Proposing a specific governance structure was not included in the assembly's mandate.
- The assembly recommends that a third party develop educational materials on amalgamation before a vote occurs.
- Comparing outcomes from other municipal amalgamations is challenging due to differing local contexts.
- Successful amalgamations depend on effective implementation planning.
- Ecological integrity, including food security, was a key theme in the assembly's discussions.
- The assembly did not identify any major cost savings associated with amalgamation.

In response to questions from Council, representatives from the Victoria-Saanich Citizen's Assembly stated:

- A ward system could potentially lead to delays or obstruction in housing development.
- An amalgamated municipality would make its own decisions regarding the Urban Containment Boundary (UCB).
- The ward system was discussed as a potential way to preserve local representation.

- Having fewer Councillors per capita is not seen as problematic and is reasonable.

MOVED by Councillor Westhaver and Seconded by Councillor Plant: "That Council receive the presentation from the Citizens' Assembly for information."

In response to questions from Council, the Principal from MASS LBP stated:

- Amalgamating police services could improve resource sharing and reduce workload pressures.
- The MNP technical report cost $275,000 and was awarded through a public tender process conducted by MASS LBP.
- An amalgamated municipality should have the maximum number of Councillors allowed under provincial legislation.

In response to questions from Council, the Corporate Officer stated:

- Staff will need time to review the report, determine when it will return to Council, and assess next steps based on Council's direction, including when the question may be put to the public.

In response to questions from Council, the Director of Finance stated:

- Most of Saanich's large contracts have terms of five years or more.

Council discussion ensued with the following comments:

- Other municipalities have experienced increased costs following amalgamation.
- Integration of IT systems could represent a significant expense.
- Saanich has a strong legacy of protecting agricultural land.
- A future staff report should address budget implications, ward system considerations, and other governance matters.
- Residents are reluctant to accept further tax increases.

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

****
The Senior Manager of Parks exited the meeting at 9:17 p.m.
The Director of Engineering exited the meeting at 9:40 p.m.
The Manager of Community Development and Business Systems exited the meeting at 10:00 p.m.
The Director of Corporate Services and the Director of Finance exited the meeting at 10:02 p.m.
The Deputy Chief exited the meeting at 10:13 p.m.
The Agriculture and Food Security Planner, Auxiliary Planner and Housing Planning and Policy Manager exited the meeting at 10:38 p.m.
****

PUBLIC INPUT ON BUSINESS ITEMS B, D, E and F

D. Dony, Old West Saanich Road
Rezoning Application - 4965 Old West Saanich Road

- Opposed to the project.

K. Richmond, Old West Saanich Road
Rezoning Application - 4965 Old West Saanich Road

- The decision to build a secondary dwelling knowing we were not compliant, was made based on the assumption it would be permitted in the near future.
- The cost of the rezoning application and current situation has caused stress for the family.
- Willing to register covenants on the land in order to work toward a solution.

P. Richmond, Old West Saanich Road
Rezoning Application - 4965 Old West Saanich Road

- Regrets the decision to construct the secondary dwelling.
- Claims existing septic, water, and electrical systems can support two dwellings.
- Willing to place covenants on the property.

S. Hudson, Hobbs Street
3830 Hobbs Street ("Sinclair Residence") Application For Removal From Heritage Register

- Supports removing the house from the heritage register.
- The house is not sustainable to maintain or continue repairing.
- The Saanich Heritage Advisory Committee is supportive of its removal from the Heritage Register.

J. Anderson, Saanich
Victoria-Saanich Citizen's Assembly on Municipal Amalgamation – Final Report

- It is premature to debate the substance of amalgamation.
- All Councils should enhance efforts to ensure the public interest is served through an independent information campaign, while leaving the final decision to residents.

A. Cortez
Victoria-Saanich Citizen's Assembly on Municipal Amalgamation – Final Report

- The decision on amalgamation requires broader public engagement.
- Saanich and Victoria are distinct communities, and that distinction should be preserved.
- Further clarity is needed on the cost of amalgamation and who would be responsible for funding it.

D. Strongitharm, Senior Associate, City Spaces
Rezoning Application - 4965 Old West Saanich Road

- Total site coverage of all buildings is 2% and is inconsequential.
- The application does not violate the UCB, does not require an Official Community Plan (OCP) amendment.
- The family is willing to place restrictions on the property.

R. Carery, Saanich Resident
Rezoning Application - 4965 Old West Saanich Road

- Council should consider an option that allows the family and the neighbourhood an opportunity to move forward and heal.

CONSENT AGENDA ITEMS

MOVED by Councillor Plant and Seconded by Councillor Brice: "That Consent Agenda items D1 and D2 be approved."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

1050-20
E-Comm

FIRE DISPATCH SERVICES: E-COMM (EMERGENCY COMMUNICATIONS FOR BRITISH COLUMBIA INCORPORATED) NEXT GENERATION 9-1-1 PROGRAM UPDATE

Report of the Fire Chief dated June 5, 2025.

To receive the report for information.

"That Council receive the update on the implementation progress of E-Comm's Next Generation 9-1-1 (NG9-1-1) Program and Related Services for information purposes related to the continuous delivery of Saanich Fire dispatch and communications."

ADOPTED ON CONSENT

1970-50
Permit and Application Modernization Program

PERMIT AND APPLICATION MODERNIZATION PROGRAM UPDATE – JULY 2025 UPDATE

Report of the Program Director, Permit and Application Modernization dated June 20, 2025.

To provide an update on development process improvements underway and those forthcoming for the Permit and Application Modernization Program.

"That Council receive the report of the Program Director, Permit and Application Modernization dated June 20, 2025 for information."

ADOPTED ON CONSENT

BYLAWS FOR THREE READINGS

1110-30
Zoning Bylaw – Temporary Use Permits; xref
2860-55
Feltham

TEMPORARY USE PERMITS IN ALL ZONES

Report of the Director of Planning dated June 4, 2025.

To give three readings to "Zoning Bylaw, 2003, Amendment Bylaw, 2025, No. 10170" to permit consideration of Temporary Use Permits in all zones.

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That in accordance with s. 464(2) of the *Local Government Act*, Council not hold a Public Hearing for Zoning Bylaw, 2003, Amendment Bylaw, 2025, No. 10170."

RESULT: Carried 8 TO 1
IN FAVOUR: Murdock, Brice, Brownoff, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: Chambers

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 10170 be given first reading."

RESULT: Carried 8 TO 1
IN FAVOUR: Murdock, Brice, Brownoff, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: Chambers

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 10170 be given Second Reading."

In response to questions from Council, the Manager of Current Planning stated:

- The bylaw applies city-wide; therefore, the local community association was not consulted.

RESULT: Carried 8 TO 1
IN FAVOUR: Murdock, Brice, Brownoff, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: Chambers

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 10170 be given Third Reading."

RESULT: Carried 8 TO 1
IN FAVOUR: Murdock, Brice, Brownoff, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: Chambers

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Zoning Bylaw, 2003, Amendment Bylaw, 2025, No. 10170 to amend Section 5.30 to permit consideration of Temporary Use Permits in all zones, be approved."

RESULT: Carried 8 TO 1
IN FAVOUR: Murdock, Brice, Brownoff, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: Chambers

1110-30
Zoning Bylaw – Minimum Dwelling Unit Size

MINIMUM DWELLING UNIT SIZE REGULATION FOR MULTI-UNIT RESIDENTIAL DEVELOPMENTS

Report of the Director of Planning dated June 12, 2025.

To give three readings to "Zoning Bylaw, 2003, Amendment Bylaw, 2025, No. 10168" to establish a minimum dwelling unit size of 33 m^2 for multi-unit residential developments, with some exceptions.

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 10168 be given First Reading."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 10168 be given Second Reading."

Council discussion ensued with the following comments:

- It's important for the District to set consistent standards that align with other regional jurisdictions.

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 10168 be given Third Reading."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Zoning Bylaw, 2003, Amendment Bylaw, 2025, No. 10168 to establish a minimum dwelling unit size of 33 m² for all residential uses across all zones, with the exception of non-market housing dwelling units, community residential facilities, community care facilities, congregate housing, and nursing homes be approved."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

1110-30
Zoning Bylaw; xref
1110-30
Oil Burning Equipment and Flammable Liquid Combustible Liquid Fuel Tank Bylaw

PROHIBITED USES - ZONING BYLAW AND OIL BURNING EQUIPMENT AND FLAMMABLE LIQUID AND COMBUSTIBLE LIQUID FUEL TANK BYLAW AMENDMENTS

Report of the Director of Planning dated June 2, 2025.

To give three readings to "Zoning Bylaw, 2003, Amendment Bylaw, 2025, No. 10133" to amend the Zoning Bylaw regarding prohibited industrial uses; and give three readings to "Oil Burning Equipment and Flammable Liquid and Combustible Liquid Fuel Tank Bylaw, 2014, Amendment Bylaw, 2025, No. 10149" to address fuel storage capacity regulations.

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That in accordance with s. 464(2) of the *Local Government Act*, Council not hold a Public Hearing for Zoning Bylaw, 2003, Amendment Bylaw, 2025, No. 10133."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 10133 be given First Reading."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 10133 be given Second Reading."

Council discussion ensued with the following comments:

- These changes will improve community safety.

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 10133 be given Third Reading."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 10149 be given First Reading."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 10149 be given Second Reading."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Bylaw No. 10149 be given Third Reading."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Zoning Bylaw, 2003, Amendment Bylaw, 2025, No. 10133, to address amendments to the Zoning Bylaw related to prohibited industrial uses be approved."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Phelps Bondaroff: "That Oil Burning Equipment and Flammable Liquid and Combustible Liquid Fuel Tank Bylaw, 2014, Amendment Bylaw, 2025, No. 10149, to address fuel storage capacity regulations be approved."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

2870-30
Harriet Whittier

3383 HARRIET ROAD, 3442 AND 3444 WHITTIER AVENUE - HOUSING AGREEMENT - FIRST THREE READINGS

Memo of the Director of Legislative and Protective Services/Corporate Officer dated July 8, 2025.

To give three readings to "Housing Agreement Authorization Bylaw (3383 Harriet, 3442 and 3444 Whittier), 2025, No. 10176" to secure 100% of the units in the 3383 Harriet Road, 3442 and 3444 Whittier Avenue development to be maintained as rental units for 50 years, or the life of the building.

MOVED by Councillor Plant and Seconded by Councillor Chambers: "That Bylaw No. 10176 be given First Reading."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Chambers: "That Bylaw No. 10176 be given Second Reading."

Council discussion ensued with the following comments:

- Additional secured rental housing in the community is a positive sign.

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Chambers: "That Bylaw No. 10176 be given Third Reading."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Plant and Seconded by Councillor Chambers: "That Housing Agreement Authorization Bylaw (3383 Harriet, 3442 and 3444 Whittier), 2025, No. 10176 be approved."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

REPORTS FROM THE CAO OR DIRECTORS

2870-30
Old West Saanich

REZONING APPLICATION - 4965 OLD WEST SAANICH ROAD

Supplemental report of the Director of Planning dated May 23, 2025.

To present additional options to supplement the original report presented at the Council meeting of March 10, 2025, regarding the proposed rezoning of 4965 Old West Saanich Road. The application seeks to rezone the site from the A-1 (Rural) Zone to an Amended A-1 (Rural) Zone to permit a second single-family dwelling.

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Plant: "That the meeting continue past 11:00 p.m."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

MOVED by Councillor Westhaver and Seconded by Councillor Phelps Bondaroff: "That the application to rezone 4965 Old West Saanich Road from A-1 (Rural) Zone (2.0 ha lot) to an Amended A-1 (Rural) Zone (2.0 ha lot) to permit a second single family dwelling be denied."

RESULT: Failed 3 TO 6
IN FAVOUR: Brownoff, Chambers, Westhaver
OPPOSED: Murdock, Brice, de Vries, Harper, Phelps Bondaroff, Plant

MOVED by Councillor Harper and Seconded by Councillor Plant: "That the application to rezone 4965 Old West Saanich Road from A-1 (Rural) Zone (2.0 ha lot) to an Amended A-1 (Rural) Zone (2.0 ha lot) to permit a second single family dwelling be approved and that conditions be secured through a housing agreement to include:

1. **A restriction on the total number of dwelling units permitted on the property at any time to two units;**
2. **That occupancy for the buildings be restricted to family members for a minimum of 10 years; and**
3. **In emergent circumstances such as death or illness of any of the parties during that 10-year period, that rental to non-family members be permitted"**

Council discussion ensued with the following comments:

- 10 years is an appropriate duration for the housing agreement and the proposed provisions in the housing agreement make it supportable.
- In the event of a future sale, the homes must be sold as a single entity.
- Subdividing could gradually reduce farmable land.

- It's important that a robust housing agreement be in place to prevent future subdivision or similar issues.

In response to questions from Council, the Director of Planning stated:

- No subdivision application has been made for the property to date; both dwellings would remain under a single title.

In response to questions from Council, the Manager of Community Planning stated:

- A housing agreement is the appropriate mechanism to regulate specific tenure arrangements, particularly in relation to family relationships.

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Harper: "That the motion be amended to add the following points:

- **Restriction of the size of both dwellings to their current size; and**
- **Explore other measures to ensure that this property remains as it is and does not become precedent setting."**

Council discussion ensued with the following comments:

- Financial gain should not result from bylaw contraventions and should be redirected to the public at the point of sale.
- Additional rationale from staff regarding the 10-year timeline in the housing agreement would be appreciated.

In response to questions from Council, the Director of Planning stated:

- Liability issues will be addressed through building permits and related processes.
- Staff will explore the possibility of eliminating financial gain when the property is sold.
- Examples of housing agreements with monitoring provisions exist, and staff will review these and report back to Council.

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

Main Motion as Amended:
"That the application to rezone 4965 Old West Saanich Road from A-1 (Rural) Zone (2.0 ha lot) to an Amended A-1 (Rural) Zone (2.0 ha lot) to permit a second single family dwelling be approved and that conditions be secured through a housing agreement to include:

1. **A restriction on the total number of dwelling units permitted on the property at any time to two units;**
2. **That occupancy for the buildings be restricted to family members for a minimum of 10 years;**
3. **In emergent circumstances such as death or illness of any of the parties during that 10-year period, that rental to non-family members be permitted;**
4. **Restriction of the size of both dwellings to their current size; and**
5. **Explore other measures to ensure that this property remains as it is and does not become precedent setting."**

Council discussion ensued with the following comments:

- It's challenging to deliberate housing options given that bylaws were contravened.
- The original building permit specified the structure was not for residential use.
- There are sufficient changes proposed to make the application supportable.

In response to questions from Council, the Corporate Officer stated:

- The original permit designated the building for agricultural use.
- Proper permits, including plumbing and electrical, would be required if the application proceeds.

In response to questions from Council, the Director of Planning stated:

- Staff will explore a wide range of options addressing the points raised in Council's discussions.

RESULT: Carried 8 TO 1
IN FAVOUR: Murdock, Brice, Brownoff, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: Chambers

****

The Fire Chief exited the meeting at 11:29 p.m.

****

2130-45
Hobbs

3830 HOBBS STREET ("SINCLAIR RESIDENCE") APPLICATION FOR REMOVAL FROM HERITAGE REGISTER

Report of the Director of Planning dated June 24, 2025.

To remove the building at 3830 Hobbs Street from the Saanich Heritage Register.

MOVED by Councillor Harper and Seconded by Councillor Brice: "That Council:

- **Approve the removal of the building at 3830 Hobbs Street from the Saanich Heritage Register; and**
- **Request the owners to provide historical documentation and photos of the building at 3830 Hobbs Street to the Saanich Archives."**

In response to questions from Council, the Director of Planning stated:

- The original heritage rationale was based largely on the original occupant.

RESULT: Carried 8 TO 1
IN FAVOUR: Murdock, Brice, Brownoff, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: Chambers

****

The Manager of Current Planning and the CIO exited the meeting at 11:38 p.m.

****

1110-30
Sanitary Sewer Bylaw; xref
6850-30
Pipeline

APPLICATION FOR INCLUSION IN SEWER SERVICE AREA 4621 PIPELINE ROAD

Report of the Director of Engineering dated June 26, 2025.

To deny the application for the inclusion of the property at 4621 Pipeline Road into the Sewer Service Area.

MOVED by Councillor Phelps Bondaroff and Seconded by Councillor Chambers: "That Council deny the application for the inclusion of the property at 4621 Pipeline Road (Lot 2, Section 108, Lake District, Plan 34756) into the Sewer Service Area."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

ADJOURNMENT

MOVED by Councillor de Vries and Seconded by Councillor Westhaver: "That the meeting be adjourned."

RESULT: Carried 9 TO 0
IN FAVOUR: Murdock, Brice, Brownoff, Chambers, de Vries, Harper, Phelps Bondaroff, Plant, Westhaver
OPPOSED: None

The meeting adjourned at 11:41 p.m.

MAYOR

I hereby certify these Minutes are accurate.

CORPORATE OFFICER

TAB D

Zoning Bylaw 8200, consolidated to December 15, 2025, section 2 (definitions) and sections 5.1, 5.24 and 5.26

December 15, 2025

The Corporation of the District of Saanich

Zoning Bylaw 8200

September 2003

B. 10013 2024 **Front Yard Open Site Space (SSMUH)** - means a continuous landscaped area in the front yard, excluding areas designated for parking and vehicle maneuvering. This space may extend to include side lot line setbacks.

Funeral Home - means buildings and structures used for the preparation of the deceased for burial and the display of the deceased and ceremonies therewith before burial and/or cremation.

B. 10185 2025 **Garden Suite** - means a building containing one (1) detached dwelling unit on the lot, which adheres to the regulations of Schedule H.

Grade - means the plane of elevation calculated in accordance with the provisions of Section 5.18 of this bylaw.

B. 10075 2025 **Gross Floor Area** - means the sum of the total floor area on a lot of each storey in each building measured to the outside face of the exterior walls but excludes the following: the unenclosed areas of canopies, balconies, patios, sundecks, and outside stairs, concealed parking, separate and attached carports and garages.

B. 10075 2025 **Gross Floor Area (R)** - means the sum of the total floor area of all storeys, including basement, of a single family dwelling, houseplex or garden suite, measured to the outside face of the exterior walls and, in the case of an attached carport, measured to the outermost face of the supporting columns. Those portions of the floor area of an attached carport or garage exceeding 50 m2 (538 ft2), shall be included in the Gross Floor Area (R) calculations. The following are excluded from the Gross Floor Area (R) calculations: the unenclosed areas of canopies, balconies, patios, sundecks and outside stairs; interior stairs and elevators; separate carports and garages; attic spaces with a ceiling height from the floor of less than 1.67 m (5.5 ft); and crawlspaces with a ceiling height from the floor of less than 1.67 m (5.5 ft).

Gross Leasable Area - means the portion of Gross Floor Area suitable for tenant occupancy, measured from the centre line of the joint partitions and from the outside face of the exterior walls; excludes pedestrian malls, public washrooms, mechanical rooms, parking areas, truck courts, common loading areas, and all other common areas.

Gross Vehicle Weight - means the gross vehicle weight for which a commercial vehicle, semi trailer or trailer is licensed under the *Commercial Transport Act* 1979, R.S.B.C. c 55 or any successor Act.

Habitable Room - means any room in a dwelling unit other than a kitchen, bathroom, closet, hallway, cellar, storage space, garage, and basement recreation room, utility room, work room, and furnace room.

Height - means the vertical distance of a building measured from grade to the highest point of a building or structure having a flat roof or a roof with a pitch less than 3:12, including a mansard roof, and to the highest midpoint between the eaves and ridge of any gable, hip, gambrel or other sloping roof on the building. In the case of a structure without a roof, height will be measured from grade to the highest point of the structure. Where a building or structure incorporates a roof exceeding a pitch of 12:12, height shall be measured to the highest point of the structure. Where buildings incorporate barrel vaulted roof structures, height shall also be measured to the highest point of the structure. The measurement of height shall exclude the projection of chimneys, vents, stacks, heating, ventilation, air conditioning equipment, stairwells, and elevator lifting devices which protrude above the surrounding roof line.

Hen - means a domesticated female chicken.

High Technology Manufacturing - means a use providing for the production or assembly of computer software, computer hardware, electrical, electronic, communications, telecommunications, fibre optic or pharmaceutical, biotechnological, medical or scientific equipment, and similar products and includes copying, packaging, storing and shipping.

Rear Yard - means the area of a lot between the principal building and the rear lot line extending across the full width of the lot.

Recreation Area - means the use of land or gross floor area within a building designated or set aside for the common pleasure and recreation of persons using the land or building; includes outdoor sitting areas, landscaped areas (exclusive of landscaped areas screening a parking lot), pedestrian plazas, courtyards, indoor and outdoor swimming pools, and racquet courts (inclusive of deck areas, changing rooms, saunas, and other areas associated with swimming pools or racquet courts).

Recreation Facility - means a use of land, buildings, or structures designed and equipped for conduct of sports, leisure time activities, special events including shows, craft fairs and trade exhibitions, and other customary and usual recreational activities; excludes any facilities or activity involving mechanical rides or the use of power driven vehicles other than golf carts.

Recreation / Health Facility - means a recreation facility that may include a space for use by physicians, therapists, and other health related occupations that provide diagnostic and rehabilitative treatment or other recuperative services for the well-being of individuals.

Recycling Facility - means the use of land, buildings, or structures for collecting, sorting, storing or shipping of paper products, plastics, glass, cans, and nonferrous metals intended for reprocessing.

Research - means a use for carrying on investigation, research, and development in the natural, physical, or social sciences.

Research Facility - means the use of a building or group of buildings to conduct scientific research, investigation, testing or experimentation.

Residential - means the use of a building or part thereof as a dwelling unit or dwelling units.

Restaurant - means a use providing for the preparation of food and drink which is served to and consumed by customers within the principal building; but excludes drivein restaurant and fast food restaurant.

Retail Sales Area - means that portion of Gross Floor Area used for the sale and/or display of goods and services to the ultimate consumer but does not include areas used for wholesale and wholesale distribution.

Retaining Wall - means a structure designed and used to hold secure or intact existing ground or imported fill materials located against it.

Riding Stable - means the use of land, buildings, and structures to house horses and ponies, provide for their exercise and training, and may include boarding stables and riding lessons.

B. 10013 2024

Secondary Suite - means an additional dwelling unit located within a building of residential occupancy, accessory to the principal dwelling used as a residence.

B. 9647 2020

Separation Space (GS) - means the minimum separation space between the garden suite and principal building on the lot measured on the horizontal projection, between roof overhangs including gutters and any other projections.

B. 10013 2024

Separation Space (SSMUH) - means the minimum separation space between any two residential buildings on the lot measured on the horizontal projection, between roof overhangs including gutters and any other projections.

B. 10013 2024

5.1 Number of Dwellings

Unless the regulations applicable to a particular zone expressly permit the contrary there shall be:

B. 10033 2024

a) Not more than one single family dwelling on any A, RS or RD zoned lot.
b) Not more than one garden suite on any RS or RD zoned lot.
c) Not more than one secondary suite or one garden suite on any RS zoned lot outside of the Urban Containment Boundary.

5.2 Prohibited Uses of Land, Buildings and Structures

The following uses shall not be permitted in any zone unless expressly permitted in the applicable zone.

(a) The keeping on any lot in any zone except;

(i) Zones C-6, C-6DE, M-1, M-1DW, M-2, P-1, P-1A, P-1R, P-1U and P-2, more than one vehicle that does not display a current vehicle license which is not in a garage or carport, however, in any A Zone implements of husbandry may be kept.
(ii) Zones C-6, C-6DE, M-1, M-1DW, M-2, P-1 P-1A, P-1R, P-1U and P-2, detached parts of vehicles unless within a building.

(b) The siting of a vehicle not displaying a current motor vehicle license, except implements of husbandry, in a front yard.

(c) The keeping of a vehicle not displaying a current motor vehicle license or the keeping of detached parts of a vehicle on a vacant lot.

(d) The construction or reconstruction of any boat within any yard abutting a street in any RS, RD, RC, RT, RM, RA, RP, MFC-CH or MFI-CH zone.

(e) "Unenclosed storage of goods or materials in any zone, except for:
(i) Agricultural zones solely for farm equipment and materials, and
(ii) Residential zones as long as the accumulation of goods or materials does not cause a property to become and remain unsightly as per the Unsightly Premises Bylaw, 2021 No. 6900, or any successor bylaw."

(f) The use of a tent, trailer, motor vehicle, recreational vehicle, or accessory or agricultural building for lodging, sleeping, accommodation, or a residence.

(g) The operation of a casino, bingo hall or liquor retail store in any C or MFC-CH zone provided, however, that a bingo hall use shall be permitted in any C-3B zone.

(h) The parking and storage of a commercial vehicle, semi-trailer or trailer, as defined in the *Commercial Transport Act, R.S.B.C. 1996*, c.58, which exceeds a gross vehicle weight of 4,200 kg (9, 259 lbs) on any lot in any RS, RD, RC, RT, RM, RA, RP, MFC-CH or MFI-CH zone, unless the vehicle is on the lot for the purpose of delivering or collecting the material or supplies to or from the property.

5.24 Secondary Suites

B. 10013 2024

a) No person shall use nor permit or suffer others to use any area in a building for a secondary suite.

b) Notwithstanding any other provision of this bylaw, a secondary suite is a permitted accessory use in all RS, RD, and A zones, subject to the following conditions:

- No more than one secondary suite is permitted per real estate entity;
- The secondary suite must be located within a single family dwelling or houseplex;
- A secondary suite shall not be sited or located on a separate titled parcel from the single family dwelling or houseplex;
- No person shall occupy a secondary suite, and no person shall permit or suffer a person to occupy a secondary suite, unless an occupancy permit has been issued for the secondary suite under the Building Bylaw, No. 9529, or any successor bylaw.
- Unless the applicable regulations say otherwise, one additional on-site parking space for the occupant of the suite must be installed per the requirements of Zoning Bylaw, 2003;
- Boarding is not permitted within the secondary suite.

5.25 Accessory Buildings - Regulation of Bathrooms

B. 10173 2025

a) In an accessory building or structure that is accessory to a residential use, the maximum floor area of a bathroom shall not exceed 3.0 m2 and shall not contain shower or bath facilities."

5.26 Additional Kitchen

B. 10013 2024

[This section has been deleted]

5.27 Regulation of Height on Existing Small Lot RS Zoned Properties

Notwithstanding any other provision of this bylaw, the height of dwellings in any RS zoned lot having an area less than 446 m^2 (4800 ft^2) or a width less than 13.5 m (44.3 ft) shall be calculated as follows and the maximum permitted height shall be the greater of the calculations under subsections a) or b):

B. 10075 2025

a) No dwelling shall exceed a height of 6.0 m (19.6 ft) except for those buildings and structures having or incorporating flat roofs with a pitch less than 3:12, the maximum height of these roofs shall not exceed 5.0 m (16.4 ft) as measured from grade.

b) The average of the heights of any dwellings located on parcels abutting the rear and interior lot lines of the subject property. In no case shall the maximum permitted height exceed the regulation of existing zoning.

B. 10013 2024

c) The provisions of this section do not apply to any RS-1, RS-2, RS-4, RS-CH1, RS-CH2, RMCH-1, RMCH-2, or RS-EL zoned lands, garden suites, or Small-Scale Multi-Unit Housing.

TAB E

The Corporation of the District of Saanich v. Kinney, 2025 BCSC 1132

2025

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *The Corporation of the District of Saanich v. Kinney,* 2025 BCSC 1132

Date: 20250618
Docket: 231164
Registry: Victoria

Between:

The Corporation of the District of Saanich

Petitioner

And

Nancy Anne Kinney

Respondent

Before: The Honourable Justice Loo

Reasons for Judgment

Counsel for the Petitioner:	G. Simair
Counsel for the Respondent:	K. Tousaw
Place and Date of Hearing:	Victoria, B.C. April 14 and 17, 2025
Place and Date of Judgment:	Victoria, B.C. June 18, 2025

Table of Contents

INTRODUCTION
ISSUES
DISCUSSION
- The legal framework
- Exceptional circumstances
- Allowing unpermitted and unlicensed businesses to operate
- Allowing the use of or using RVs and other vehicles for lodging or accommodation
  - The use of RVs for lodging farm workers
  - The use of RVs for accommodation related to agri-tourism
- Permitting secondary suites on the property
- Permitting occupancy without an occupancy permit
- Constructing structures without valid and subsisting permits and not conforming to the Building Code

EVIDENTIARY ISSUES
- Evidence regarding non-compliance with the Building Code
- Evidence regarding the non-existence of perr

Introduction

[1] In this petition proceeding, the District of Saanich seeks declarations, injunctions, and various other orders enforcing by-laws allegedly violated by the respondent. All of the relief sought involves a 17-acre rural lot, owned and occupied by the respondent, located on Old East Road in Saanich (the "property").

[2] The property is located within the Agricultural Land Reserve (ALR) and is designated by Saanich's zoning bylaw as "A-1 Rural." There are eleven structures on the property, including a large house, a covered riding ring, a small building with a washer, dryer, toilet, and shower (the "washroom building"), several small buildings used for storage, a metal workshop, a woodworking shop, and two garages.

Issues

[3] Saanich submits that the property is being used in five prohibited ways. It alleges that the respondent:

a) is allowing unpermitted and unlicensed businesses to operate on the property;

b) is allowing the use of trailers, motor vehicles, or recreational vehicles for lodging, sleeping, accommodation or residences contrary to Saanich's zoning bylaw;

c) is permitting secondary suites on the property;

d) is permitting occupancy of a building, or parts of a building, on the property, without a subsisting occupancy permit; and

e) has constructed or altered the use or occupancy of buildings or structures on the property without valid and subsisting permits, and not in conformity with the BC Building Code.

[4] I will address these alleged contraventions in turn.

Discussion

The legal framework

[5] Section 274(1) of the *Community Charter*, S.B.C. 2003, c. 26, provides that a municipality may, by a proceeding brought in Supreme Court, enforce, prevent, or restrain the contravention of a by-law. Once a municipality establishes a clear breach of a bylaw, the Court should grant the injunction, barring exceptional circumstances. To the extent that the respondent may suffer hardship from the imposition and enforcement of an injunction, that will not outweigh the public interest in having the law obeyed: *Maple Ridge (District of) v. Thornhill Aggregates Ltd.*, 1998 CanLII 6446 (BCCA) at para 9.

[6] I observe that in some of the cases relied upon by the respondent, the Court has considered whether there is an arguable defence in the course of determining whether an injunction ought to be granted: see, for example, *Saanich (District) v. Island Berry Company Ltd.* 2008 BCSC 614. However, those cases involve applications for interlocutory injunctions. While it is logical that pre-hearing relief might be denied if there is an

arguable defence to the contravention claim, it is not appropriate to consider on the final hearing of such a claim simply whether a defence is arguable.

[7] On a final hearing of a by-law contravention dispute on its merits, the Court's task is to make a determination as to whether, in light of the respondent's defences, the municipality has established a clear breach of the applicable by-laws. It must also consider whether it ought to exercise its narrow discretion to refuse an injunction that would otherwise be ordered, because of exceptional circumstances.

Exceptional circumstances

[8] In *Victoria (City) v. Smith*, 2020 BCSC 1173 ["*Smith*"] at para. 29, Justice Mayer (then of this Court) identified five examples of "exceptional circumstances" that may cause the Court to deny an injunction to enforce an enactment:

> a) where there was a right that pre-existed the enactment contravened;
>
> b) where there is a clear and unequivocal expression that the unlawful conduct will not continue;
>
> c) where there is such uncertainty that it can be said that the breach is not being flouted;
>
> d) where the events do not give rise to the mischief the enactment was intended to preclude; or
>
> e) where the respondent has ceased the majority of its offending activities and carried on, only in a limited way, with activity that is not harmful in the way that the bylaw was intended to prevent: *Maurice*, at para. 20.

[9] The respondent argues that the first of these circumstances (the "pre-existing right exception," also known as "non-conforming use") applies in this case. In support of this argument, she relies on an affidavit from the previous owner in which he describes the various ways in which he used the property. Those ways are similar to the ways in which the respondent is using the property today and which are the subject of this petition.

[10] However, the respondent appears to misconceive the meaning of the first exceptional circumstance set out in *Smith*. It is not sufficient for her to show that the property was used in the same way before she purchased it; rather, she must show that the previous owner had a *right* to use the property in that way.

[11] Section 528 of the *Local Government Act*, R.S.B.C. 2015, c. 1, provides:

> **Non-conforming uses: authority to continue use**
>
> 528 (1) Subject to this section, if, at the time a land use regulation bylaw is adopted,
>
> (a) land, or a building or other structure, to which that bylaw applies is lawfully used, and
>
> (b) the use does not conform to the bylaw,
>
> the use may be continued as a non-conforming use.
>
> [Emphasis added]

[12] As no evidence has been adduced regarding the legality of the previous owner's use, the pre-existing right exception is not applicable in this case.

[13] I have considered whether any of the other exceptional circumstances set out in *Smith* arise in this case, and I have concluded that they do not. The respondent has not clearly and unequivocally expressed that the unlawful conduct will not continue, and the alleged contraventions are the type of activity that the enactments are intended to prevent. As will be discussed below, the respondent has not ceased the majority of her offending activities.

[14] In respect of each of the alleged contraventions, I will consider two questions: what facts are proven by admissible evidence; and do those proven facts demonstrate a clear breach of the applicable by-law?

Allowing unpermitted and unlicensed businesses to operate

[15] Regarding the operation of unpermitted and licensed businesses, the respondent admits that there are several businesses operating on the property. The Petition Response concedes that multiple businesses "make up the farm operation" and that other businesses "are on the Property working on various projects as part of the overall farm operation which is quite extensive and is year-round."

[16] Further, Saanich's position on this issue is supported by affidavit evidence from Derek Archer, an assistant business license inspector employed by Saanich.

[17] Mr. Archer deposes that he observed on the property a "tarped off area containing a large amount of patio furniture," and he exhibits to his affidavit copies of online advertisements for the sale of patio furniture which, he deposes, show the same "floor and background" that he observed at the property.

[18] Mr. Archer also deposes that he observed multiple recreational vehicles, cars, and trucks parked inside the covered riding ring on the property, and he exhibits a copy of another online post advertising "indoor parking for boats, trailers, vehicles available." The photograph in that advertisement shows vehicles parked in the covered riding ring.

[19] Further evidence on this issue was given by Robert Carrie, a bylaw enforcement officer for Saanich. He deposes that there is a metal workshop on the property, and that he found in that workshop order forms and invoices for a company called "Metal Magnate Art Ltd." These documents are exhibited to Mr. Carrie's affidavit, and the affidavit of Roy Thomassen, Manager of Building Inspection Services for Saanich.

[20] In my view, based on the evidence described above, it is clear that the property is being used for business purposes not related to farming.

[21] Section 3.2 of the Saanich Zoning Bylaw 8200 (the "Zoning Bylaw") provides that no "land, building or structure shall be used … for any use other than a use which is expressly permitted."

[22] Schedule 101 sets out the permitted uses in areas zoned "A-1." They include only "agriculture," "single family dwelling," "boarding," "home occupation," "accessory produce sales," and "accessory buildings and structure." None of these permitted uses encompass the business uses being made of the property in this case.

[23] Further, s. 9 of Saanich's Business License Bylaw, 2002 no. 8213 (the "Business Bylaw") states that "No person shall carry on a resident business in or from any premises in Saanich other than those specified on a valid and subsisting Business License." Mr. Archer deposes that he searched Saanich's files to determine if there were any business licenses for the property, and there was none.

[24] In relation to this issue, the respondent relies on s. 24 of the *Agricultural Land Reserve Use Regulation*, B.C. Reg. 36/2022 [the "*ALR Use Regs*"]. Section 24(1) provides:

> **Home occupation use**
>
> [24] (1) The use of agricultural land for a commercial or similar use within a structure is permitted, but may be prohibited as described in section 20, if all of the following conditions are met:
>
> (a) the structure is accessory to and located on the same parcel as a residence;

(b) the structure occupies an area that does not exceed

(i) the limit specified in an applicable local government enactment or first nation government law, or

(ii) if subparagraph (i) does not apply, 100 m^2.

[25] Section 20 provides:

Permitted non-farm uses that may be prohibited

[20] The non-farm uses permitted under this Division may be prohibited

(a) by a local government enactment, or

(b) by a first nation government law, if the activity is conducted on settlement lands.

[26] The respondent argues that s. 24(1) means that commercial use of a property is generally permitted but may be prohibited if the conditions in ss. 24(1)(a) and (b) are satisfied. However, in my view, that interpretation neither conforms with a strict construction of the section nor does it make logical sense.

[27] First, the respondent's construction of s. 24 would require one to ignore the second comma. Second, it is evident that the conditions in ss. 24(1)(a) and (b) ought to lead to greater permission for commercial use, not less: why would the municipality want to prohibit commercial uses in small structures, but not large ones?

[28] In my view, s. 24 provides that if commercial use is not prohibited under s. 20 (in other words, if no government enactment or first nation government law has been enacted prohibiting commercial use), commercial use is permitted *if* the conditions in ss. 24(1)(a) and (b) are met.

[29] For these reasons, s. 24 of the *ALR Use Regs* does not assist the respondent. It is clear, in my view, that her use of the property for business purposes not related to farming constitutes a contravention of s. 3.2 of the Zoning Bylaw and s. 9 of the Business Bylaw.

Allowing the use of or using RVs and other vehicles for lodging or accommodation

[30] Some facts relating to the use of recreational vehicles (RVs) for lodging or accommodation on the property are conceded. The Petition Response states that the property "has ten serviced sites connected to septic, water and electricity in the former outdoor riding area used for tourists, farm workers and shareholders of the Company that leases the Property from the Petition Respondent."

[31] Further, Mr. Carrie deposes that he observed eight RVs on the property. Six were hooked up to electricity, water, and sewer. He entered each of them and found clothing, personal effects, and food in the refrigerators. The Court is readily able to infer from those facts that when Mr. Carrie attended at the property, the RVs were being used for lodging or accommodation.

[32] Section 5.2 of the Zoning Bylaw prohibits use of a trailer or RV for lodging, sleeping, or accommodation. It provides:

Prohibited Uses of Land, Buildings and Structures

The following uses shall not be permitted in any zone unless expressly permitted in the applicable zone:

…

(f) The use of a tent, trailer, motor vehicle, recreational vehicle, or accessory or agricultural building for lodging, sleeping, accommodation or a residence.

[33] In response to Saanich's submissions with respect to this issue, the respondent argues that some of the RVs are related to farm operations, in that they provide lodging for farm workers, and that other RVs are designated for agri-tourism. These arguments bring into play two different statutory schemes.

The use of RVs for lodging farm workers

[34] I have been shown no provision in any statute that exempts farm workers from s. 5.2 of the Zoning Bylaw.

[35] The respondent relies on s. 2 of the *Farm Practices Protection (Right to Farm) Act,* R.S.B.C. 1996, c. 131 [the "*FPPA*"] which provides:

> **Normal farm practices protected**
>
> [2] (1) If each of the requirements of subsection (2) is fulfilled in relation to a farm operation conducted as part of a farm business,
>
> (a) the farmer is not liable in nuisance to any person for any odour, noise, dust or other disturbance resulting from the farm operation, and
>
> (b) the farmer must not be prevented by injunction or other order of a court from conducting that farm operation.
>
> (2) The requirements referred to in subsection (1) are that the farm operation must
>
> (a) be conducted in accordance with normal farm practices,
>
> (b) be conducted on, in or over land
>
> (i) that is in the agricultural land reserve,
>
> (ii) on which, under the *Local Government Act*, farm use is allowed,
>
> (iii) that is used for a type of aquaculture prescribed for the purpose of paragraph (h) of the definition of "farm operation", or
>
> (iv) that is Crown land designated as a farming area under subsection (2.1), and
>
> (c) not be conducted in contravention of the *Public Health Act*, *Integrated Pest Management Act*, *Environmental Management Act*, the regulations under those Acts or any land use regulation.

[36] The respondent argues that s. 2(1) precludes the injunction sought in this case with respect to farm workers housed in RVs. In my view, however, there are at least two reasons why s. 2(1) does not assist the respondent.

[37] First, in my view, the *FPPA* is not intended to preclude all injunctions that would prevent a farmer from conducting a farm operation. Rather, s. 2(1) is intended to deal with injunctions grounded in nuisance claims: in that context, subsection (a) provides that no liability shall flow from such claims, and (b) provides that no injunction is available in respect of such claims.

[38] This interpretation of the *FPPA* is consistent with the decision in *Holt v. Farm Industry Review Board*, 2014 BCSC 1389 at para 9, wherein Justice Armstrong held:

> In 1995, the BC legislature enacted the *FPPA* to protect farmer's rights in BC. The *FPPA* specifically relates to nuisances such as odour, noise, dust or other disturbances. Under the *FPPA*, if a farmer uses normal farm practices and does not contravene any other legislation, the farmer is not liable to any person for nuisance and cannot be prevented from operating a farm by an injunction or court order.

[39] Second, s. 2(1) does not exempt the property from the Zoning Bylaw. Under s. 2(2)(c), the farm operation may not be conducted in contravention of "any land use regulation." As stated by this Court in *Agricultural Land Commission v. Munro*, 2006 BCSC 1408:

> [101] The combined effect of these provisions is that any farm operation must be in compliance with all applicable land use regulations, including those in the ALCA, before the "right to farm" protection of s. 2(1)

(b) of the *FPPA* can be invoked.

The use of RVs for accommodation related to agri-tourism

[40] In relation to the respondent's argument that some of the RVs are used for agri-tourism, the respondent deposes:

> The Company's farm operation on the Property involves various activities such as beekeeping, growing industrial hemp and lavender, vermiculture, foraging, land clearing, firewood and lumber production, animal husbandry (sheep, pigs, goats and chickens), and agritourism and tourism. The Company aims to establish a farm gate store for all of its products, and to expand its agritourism activities to include events and agritourist accommodations to showcase and market their farm products. That is the plan at least …
>
> [Emphasis added.]

[41] I infer from this passage that the present farm operation includes some agri-tourism and tourism, but that agritourist accommodations are an "aim" or a plan for the future. The respondent also deposes:

> The RV sites provide homes for farm workers, shareholders of my farm operations and tourists. Everyone in the RV sites who live on the Property full time, have very little – if no other options, for accommodations anywhere in the city, due to an extreme lack of affordable housing in the city and are all very pleased to have a home.

[42] In this passage, although the respondent states that the RV sites provide homes for tourists, she also acknowledges that there are at least some tenants who live in the RVs full-time.

[43] In light of the foregoing, I have concluded that the respondent is using RVs on the property for lodging or accommodation in contravention of s. 5.2 of the Zoning Bylaw. However, in case the respondent is also providing or may provide accommodations in the RVs to agritourists, it is necessary to consider whether that use of the RVs would be legal, and to what extent. In this regard, the respondent cites s. 4 of the *ALR Use Regs* which states:

> **Farm uses that may not be prohibited**
>
> [4] The farm uses referred to in this Division may not be prohibited
>
> (a) by a local government enactment except a bylaw under section 552 *[farming area bylaws]* of the *Local Government Act*, or
>
> (b) by a first nation government law, if the activity is conducted on settlement lands.

[44] The "farm uses referred to in this Division" include agri-tourism, which is addressed in s. 12:

> **Agri-tourism**
>
> [12] (1) The use of agricultural land for conducting an agri-tourism activity described in subsection (2) of this section is designated as a farm use and may not be prohibited as described in section 4 if all of the following conditions are met:
>
> (a) the activity is conducted on agricultural land that is classified as a farm under the *Assessment Act*;
>
> (b) members of the public are ordinarily invited to the activity, whether or not a fee or other charge is payable;
>
> (c) no permanent facilities are constructed or erected in connection with the activity.
>
> (2) The following are agri-tourism activities for the purposes of subsection (1):
>
> (a) an agricultural heritage exhibit displayed on the agricultural land;
>
> (b) a tour of the agricultural land, an educational activity or demonstration in respect of all or part of the farm operation conducted on that agricultural land, and activities ancillary to any of these;
>
> (c) cart, sleigh and tractor rides on th

(d) subject to section 9 *[horse facilities]*, activities that promote or market livestock raised or kept on the agricultural land, whether or not the activity also involves livestock raised or kept elsewhere, including shows, cattle driving and petting zoos;

(e) dog trials held on the agricultural land;

(f) harvest festivals and other seasonal events held on the agricultural land for the purpose of promoting or marketing farm products produced on that agricultural land;

(g) corn mazes prepared using corn produced on the agricultural land on which the activity is taking place.

[45] Further, s. 33 and s. 34 of the *ALR Use Regs* allow for agri-tourism accommodation. Section 33 and s. 34(1) and (2) provide:

Agri-tourism accommodation

33 (1) In this section, "sleeping unit" means the following:

(a) a bedroom or other area used for sleeping located in a residence, cabin or other structure;

(b) a vehicle, trailer, tent or other structure located on a campsite, field or other area.

(2) The use of agricultural land for providing accommodation in relation to an agri-tourism activity is permitted if all of the following conditions are met:

(a) the accommodation is located on agricultural land that is classified as a farm under the *Assessment Act*;

(b) the total developed area for structures, landscaping and access for the accommodation is less than 5% of any parcel;

(c) the accommodation is limited to 10 sleeping units in total, including bedrooms under section 34 *[tourist accommodation]*;

(d) accommodation is provided on a seasonal or short-term basis only.

Tourist accommodation

34 (1) In this section, "bedroom" means a bedroom or other area used for sleeping in a residence.

(2) The use of agricultural land for providing accommodation for tourists is permitted in a principal residence that is not a pre-existing residential structure if both of the following conditions are met:

(a) the accommodation is limited to 4 bedrooms in total;

(b) accommodation is provided on a short-term basis only.

[46] It is apparent from the foregoing that s. 33 allows for up to ten sleeping units to be provided in vehicles or trailers in relation to agri-tourism, although only on a seasonal or short-term basis. In my view, s. 34 has no application in this case: in particular, the secondary suites are not “bedrooms” as that term is used in the section.

Permitting secondary suites on the property

[47] In relation to secondary suites, evidence on behalf of Saanich was provided by Mr. Thomassen and Mr. Carrie.

[48] Mr. Carrie deposes that the main house on the property is divided into three separate dwelling units.

[49] He describes unit one on the lower level as a “self-contained suite with a kitchen, three-piece bathroom and one bedroom.” There was a woman inside when Mr. Carrie attended at the building.

[50] He describes the second unit on the lower level as a “self-contained suite with a kitchen, three-piece bathroom, laundry room and two bedrooms.” He deposes that the suite appeared lived in, with unspoiled food in the fridge, clothes and personal effects in the bedrooms, and personal items in the bathroom. He also deposes that the respondent told him that she lived in th[illegible]

[51] Mr. Carrie deposes that there was a third dwelling unit upstairs in the house. He describes it as having a full kitchen and three bedrooms with “lots of clothing items and personal effects in them.” He deposes that when he and Mr. Thomassen arrived, a woman answered the door.

[52] In my view, this evidence establishes that there were at least two secondary suites on the property.

[53] The prohibitions against secondary suites are found in the Zoning Bylaw. It was brought to my attention during the hearing that the bylaw was changed between the date that the applicant’s materials were prepared and the hearing date. The Zoning Bylaw provided to the Court at the hearing did not provide for any secondary suites in A-zoned lots, but the current Zoning Bylaw provides as follows at s. 5.24:

> **Secondary Suite – Rural and Single Family Zone**
>
> (b) Notwithstanding any other provision of this bylaw, a secondary suite is a permitted accessory use in all RS, RD, and A zones, subject to the following conditions:
>
> - No more than one secondary suite is permitted per real estate entity;
> - The secondary suite must be located within a single family dwelling or houseplex;
> - A secondary suite shall not be sited or located on a separate titled parcel from the single family dwelling or houseplex;
> - No person shall occupy a secondary suite, and no person shall permit or suffer a person to occupy a secondary suite, unless an occupancy permit has been issued for the secondary suite under the Building Bylaw, No. 9529, or any successor bylaw.
> - Unless the applicable regulations say otherwise, one additional on-site parking space for the occupant of the suite must be installed per the requirements of Zoning Bylaw, 2003;
> - Boarding is not permitted within the secondary suite.

[54] This provision allows for one secondary suite per real estate entity. As a result, one of the secondary suites on the property is allowed by s. 5.24 of the Zoning Bylaw.

[55] In its prayer for relief, Saanich seeks an order that “the respondent decommission or convert all secondary suites on the property to a single-family dwelling to the satisfaction of Saanich.” This prayer for relief was not specifically addressed during argument, and I have not been made aware of any authority or enactment that would require such decommissioning or conversion, or what that might mean. As a result, I am not prepared to grant this term of the order sought, but an injunction will be granted prohibiting the respondent from having more than one secondary suite on the property.

Permitting occupancy without an occupancy permit

[56] Saanich relies on s. 4.2 of the Building Bylaw which requires occupancy permits in respect of any building or structure. However, I have been shown no evidence that there are no occupancy permits in respect of the secondary suites, and I do not understand Saanich to be alleging that any other building on the property is being occupied without an occupancy permit. In my view, the RVs are not buildings or structures within the meaning of the bylaw.

Constructing structures without valid and subsisting permits and not conforming to the Building Code

[57] Section 4.1 of the Building Bylaw prohibits any person from “commencing or continuing” construction, or changing the use or occupancy of any building except in conformity with the British Columbia Building Code.

Section 7.1 requires every owner to apply for and to obtain a permit prior to constructing, repairing, altering, occupying, or changing the use of a building or structure.

[58] Saanich alleges that the respondent has contravened s. 7.1 by failing to apply for and obtain a permit before constructing, repairing, altering, occupying, or changing the use of the secondary suites and the washroom building. Mr. Thomassen deposes that he reviewed Saanich's files and there are no permits allowing homes on the property to be divided into multiple suites.

[59] However, in my view, the evidence adduced by Saanich is insufficient to prove this contravention, as there is no admissible evidence that the respondent constructed any of these units or structures.

[60] Saanich urges the Court to draw an inference from photos of the secondary suites that the respondent must have constructed, or at least altered, them. However, she purchased the property only in 2011. I am not prepared to infer simply from the apparent "newness" of the renovations as depicted in the photos that the renovations were performed after 2011.

[61] Further, I am unable to find that the construction of the washroom building contravened the Building Bylaw. According to section 3.3, the Building Bylaw does not apply to an accessory building with a floor area of less than 10 square meters. As there is no evidence regarding the size of the washroom building, and I cannot infer that it is greater than 10 square meters, I cannot find that it was constructed in contravention of s. 4.1 or s. 7.1.

[62] Saanich alleges that various aspects of several buildings on the property do not conform to the Building Code, but the evidence advanced by Saanich in support of those allegations is also insufficient. For example, Mr. Thomassen deposes that a wood stove in one of the buildings on the property "did not meet clearance requirements as set out in the BC Building Code." As argued by the respondent, he provides no dimensions or measurements and does not set out the Building Code requirements in his affidavit, making his statement conclusory and without an evidentiary foundation.

[63] Similarly, Mr. Thomassen deposes that work in a second building "appeared unpermitted and non-compliant with the BC Building Code; in particular, insufficient guardrails for the stairs to the second floor and the second-floor walkway, and insufficient ceiling clearance." Again, he does not provide any dimensions or measurements, and he does not set out the Building Code requirements.

[64] Mr. Thomassen deposes that he is an experienced building inspector and a registered "building official." Notwithstanding his expertise and experience, however, he is required to state and provide evidence of the underlying facts and standards upon which he relies. Otherwise, it is impossible for the Court to assess and for the respondent to test his assertions that structures on the property do not comply with the Building Code.

[65] For the reasons stated, I am unable to find that the respondent contravened ss. 4.1 and 7.1 of the Building Bylaw by constructing structures without valid and subsisting permits and without conforming to the Building Code.

Evidentiary issues

[66] In defence of this petition, the respondent raises three broad evidentiary issues.

Evidence regarding non-compliance with the Building Code

[67] The respondent attacks the evidence proffered by Saanich in support of its argument that certain aspects of buildings on the property are non-compliant with the Building Code on the basis that it is comprised of conclusory statements for which the foundation is insufficient. I agree with the respondent on this point, and I have addressed those evidentiary concerns above.

Evidence regarding the non-existence of permits or licenses

[68] The respondent seeks to exclude evidence given by Mr. Archer and Mr. Thomassen that certain permits or licenses were not found in Saanich's records for the property. In particular, I have relied above on Mr. Thomassen's evidence that he reviewed Saanich's files and there are no permits allowing homes on the property to be divided into multiple suites. Further, I have relied on Mr. Archer's evidence that he searched Saanich's files to determine if there were any business licenses for the property, and that he found none.

[69] With regard to this evidentiary point, the respondent cites this Court's decision in *Surrey (City) v. Kallu*, 2024 BCSC 333 ["*Kallu*"]. In that case, the city's application for an injunction was dismissed because the key witnesses on behalf of the city all derived their knowledge "from reviewing records by someone else." The Court in that case held that this use of the city's records constituted impermissible hearsay.

[70] However, in my view, *Kallu* does not preclude the admission of the evidence of Mr. Archer and Mr. Thomassen about which the respondent complains. In my view, this case is distinguishable because, in *Kallu*, the city was seeking to prove the extent to which the building on the respondent's property deviated from what had been authorized. Therefore, it was necessary to have reference to the contents of the records. The appropriate course in *Kallu* would have been for someone to produce the records and to have them admitted under the business records exception to the hearsay rule.

[71] By contrast, in this case, Mr. Archer and Mr. Thomassen depose to the lack of *any* permits or licenses and do not rely on the contents of the records. They depose that they did the searches themselves. In my view, their evidence that there were no permits or licenses at all does not engage the same concerns as would be engaged if they were seeking to refer to the details of permits that are not before the Court. For these reasons, I have concluded that the evidence of Mr. Archer and Mr. Thomassen as to the lack of any permits or licenses is admissible.

Hearsay

[72] The third evidentiary objection raised by the respondent is that much of Saanich's evidence is comprised of hearsay, which is inadmissible on the hearing of a petition.

[73] I agree that there is much hearsay in the affidavits adduced by Saanich. As two examples, Mr. Carrie deposes that he was told certain things by persons that he encountered when attending at the secondary suites, and he repeats assertions made in complaints received by Saanich from members of the public about the respondent's use of the property.

[74] However, I have been careful not to rely on inadmissible evidence when making the findings set out above, and, in the course of these reasons I have described the admissible evidence upon which I have relied in making those findings. Accordingly, in my view, it is not necessary to further address the hearsay objections advanced by the respondent.

Orders and costs

[75] I order as follows, with reference to the enumerated prayers for relief in Saanich's petition filed March 23, 2023:

> [1] The application for a declaration that the respondent has contravened s. 5.2 of the Zoning Bylaw by using RVs on the property for lodging or accommodation is granted;
>
> [2] The application for a declaration that the respondent has contravened ss. 4.1 and 7.1 of the Building Bylaw by constructing structures without valid and subsisting permits and without conforming to the Building Code is dismissed;
>
> [3] The application for a declaration that the respondent has contravened s. 4.2 of the Building Bylaw by permitting occupancy of a building without a subsisting occupancy permit is dismissed;
>
> [4] The application for a declaration that the respondent has contravened s. 3.2 of the Zoning Bylaw and s. 9 of the Business Bylaw by permitting the use of the property for business purposes not related to farming is granted;
>
> [5] The application for a declaration that the respondent has contravened s. 5.24 of the Zoning Bylaw by having secondary suites on the property is granted except in relation to one secondary suite;
>
> [6] A permanent injunction is granted prohibiting the respondent from:
>
> > [a] using trailers or recreational vehicles on the property for lodging, sleeping, accommodation, or residence, except for the accommodation of agritourists in accordance with s. 33 of the *ALR Use Regs*;
> >
> > [b] having more than one secondary suite on the property; and
> >
> > [c] having any business on the property within the definition of the Business Bylaw, except a licensed home occupation business as defined in the Zoning Bylaw;
>
> [7] The applications for the removal or remediation of items on the property are dismissed;
>
> [8] The application that the respondent shall decommission or convert all secondary suites on the property to a single-family dwelling is dismissed;
>
> [9] The application for an order authorizing the petitioner to enter onto the property any day between the hours of 9:00 a.m. and 5:00 p.m. for the purpose of inspection to confirm compliance with the orders made by this Court, upon the provision of 24 hours prior notice by email, is granted;
>
> [10] The application for an order prohibiting the respondent, her employees, agents, or servants from interfering with or obstructing the petitioner, its officers or employees, in the exercise of their functions under paragraph [9] is granted.

[76] In order to give the tenants in the RVs and secondary suites sufficient time to move out and to find alternate accommodation, and for the business activities on the property to be shut down or moved, the

permanent injunctions in paragraph [6] shall be suspended and will not come into force until midnight at the end of July 31, 2025.

[77] As Saanich has proven three clear and significant by-law contraventions in relation to secondary suites, the use of the property for business purposes not related to farming, and the use of RVs on the property for lodging or accommodation, the costs of this petition shall be payable by the respondent to Saanich at Scale B.

“The Honourable Justice Loo”

TAB F

Title searches for PID 005-572-312: 1995 to 2000, 2000 to 2016, and 2016 to March 15, 2024

March 15, 2024

TITLE SEARCH PRINT 2024-03-15, 09:03:26

File Reference: 24038 - BLH Requestor: Holly Sidor

Declared Value $168000

CURRENT AND CANCELLED INFORMATION SHOWN

Land Title District	VICTORIA
Land Title Office	VICTORIA
Title Number	EJ103937
From Title Number	EE35976
Application Received	1995-09-27
Application Entered	1995-10-12
Title Cancelled	**2000-09-26**

Registered Owner in Fee Simple

Registered Owner/Mailing Address: CHRISTOPHER DAVID CADDELL, ELECTRICIAN
ANNIE SUSAN GIRLING, CHILD CARE WORKER
938 AMBASSADOR AVENUE
VICTORIA, BC
V8X 3N1
AS JOINT TENANTS

Taxation Authority Saanich, The Corporation of the District of

Description of Land

Parcel Identifier: 005-572-312
Legal Description:
LOT 1, SECTION 65, VICTORIA DISTRICT, PLAN 9202

Legal Notations NONE

Charges, Liens and Interests

Nature:	UNDERSURFACE RIGHTS
Registration Number:	M76301
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks:	A.F.B. 3.257.3685 DD 46431I SECTION 172(3)

Nature:	MORTGAGE
Registration Number:	EE35977
Registration Date and Time:	1991-04-29 10:47
Registered Owner:	CIBC MORTGAGE CORPORATION
Cancelled By:	**EJ118525**
Cancelled Date:	**1995-10-31**

Nature:	MORTGAGE
Registration Number:	EJ103938
Registration Date and Time:	1995-09-27 10:51
Registered Owner:	HONGKONG BANK OF CANADA
Transfer Number:	EJ103938
Registered Owner:	

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers

Registration Date:	2000-09-26
Description:	ALL EP79949

Corrections NONE

TITLE SEARCH PRINT 2024-03-15, 09:02:51

File Reference: 24038 - BLH Requestor: Holly Sidor

Declared Value $180000

CURRENT AND CANCELLED INFORMATION SHOWN

Land Title District	VICTORIA
Land Title Office	VICTORIA
Title Number	EP79949
From Title Number	EJ103937
Application Received	2000-09-22
Application Entered	2000-09-26
Title Cancelled	**2016-06-10**

Registered Owner in Fee Simple

Registered Owner/Mailing Address: ANNIE SUSAN GIRLING, CHILD CARE WORKER
938 AMBASSADOR AVENUE
VICTORIA, BC
V8X 3N1

Taxation Authority Saanich, The Corporation of the District of

Description of Land

Parcel Identifier: 005-572-312

Legal Description:

LOT 1, SECTION 65, VICTORIA DISTRICT, PLAN 9202

Legal Notations NONE

Charges, Liens and Interests

Nature:	UNDERSURFACE RIGHTS
Registration Number:	M76301
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks:	A.F.B. 3.257.3685 DD 46431I SECTION 172(3)

Nature:	MORTGAGE
Registration Number:	EJ103938
Registration Date and Time:	1995-09-27 10:51
Registered Owner:	HONGKONG BANK OF CANADA
Transfer Number:	EJ103938 TRANSFERRED TO EP98624
Registered Owner:	NATIONAL BANK OF CANADA
Transfer Number:	EP98624
Cancelled By:	**EV143533**
Cancelled Date:	**2003-11-27**

Nature:	MORTGAGE
Registration Number:	EV122332
Registration Date and Time:	2003-10-14 09:26
Registered Owner:	HSBC BANK CANADA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	EV122333
Registration Date and Time:	2003-10-14 09:26
Registered Owner:	HSBC BANK CANADA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers

Registration Date:	2016-06-10
Description:	All CA5246263

Corrections NONE

TITLE SEARCH PRINT 2024-03-15, 09:05:28

File Reference: 24038 - BLH Requestor: Holly Sidor

Declared Value $523000

CURRENT AND CANCELLED INFORMATION SHOWN

Land Title District	VICTORIA
Land Title Office	VICTORIA
Title Number	CA5246263
From Title Number	EP79949
Application Received	2016-06-08
Application Entered	2016-06-10

Registered Owner in Fee Simple

Registered Owner/Mailing Address: CHRISTOPHER DAVID CADDELL, ELECTRICIAN
938 AMBASSADOR AVENUE
VICTORIA, BC
V8X 3N1

Taxation Authority Saanich, The Corporation of the District of

Description of Land

Parcel Identifier: 005-572-312

Legal Description:

LOT 1, SECTION 65, VICTORIA DISTRICT, PLAN 9202

Legal Notations

BYLAW CONTRAVENTION NOTICE, COMMUNITY CHARTER, SECTION 57
SEE CB1062800

Charges, Liens and Interests

Nature:	UNDERSURFACE RIGHTS
Registration Number:	M76301
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks:	INTER ALIA A.F.B. 3.257.3685 DD 46431I SECTION 172(3)

Nature:	MORTGAGE
Registration Number:	EV122332
Registration Date and Time:	2003-10-14 09:26
Registered Owner:	HSBC BANK CANADA
Cancelled By:	**CA5785378**
Cancelled Date:	**2017-01-25**

Nature:	ASSIGNMENT OF RENTS
Registration Number:	EV122333
Registration Date and Time:	2003-10-14 09:26
Registered Owner:	HSBC BANK CANADA
Cancelled By:	**CA5785379**
Cancelled Date:	**2017-01-25**

Nature:	MORTGAGE
Registration Number:	CA5246264
Registration Date and Time:	2016-06-08 15:13
Registered Owner:	STREET CAPITAL FINANCIAL CORPORATION INCORPORATION NO. A0096779
Cancelled By:	**CA5889920**
Cancelled Date:	**2017-03-24**

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA5246265
Registration Date and Time:	2016-06-08 15:13
Registered Owner:	STREET CAPITAL FINANCIAL CORPORATION INCORPORATION NO. A0096779
Cancelled By:	**CA5889921**
Cancelled Date:	**2017-03-24**

Nature:	MORTGAGE
Registration Number:	CA5795781
Registration Date and Time:	2017-01-31 10:09
Registered Owner:	FIRST WEST CREDIT UNION INCORPORATION NO. FI 156

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA5795782
Registration Date and Time:	2017-01-31 10:09
Registered Owner:	FIRST WEST CREDIT UNION INCORPORATION NO. FI 156

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications	NONE
Corrections	NONE

TAB G

Colin Plant: You Didn't Do the Work

October 1, 2026

Colin Plant: You Didn't Do the Work

He moved the policy, armed the bylaw, moved the notices and refused every owner who asked for relief. On 938 Ambassador Avenue, he asked nothing. Drawn from Saanich's own minutes, recordings and financial plans, with public biography, 2017 to 2026.

Disclosure

1. The author, Christopher Caddell, owns 938 Ambassador Avenue and is in active litigation with the District of Saanich. This report is separate from that litigation. It is an independent analysis produced with a search engine built for the litigation, which indexes every open Saanich Council meeting since September 2017 (495 meetings and 12.2 million transcribed words) together with the District's agendas, minutes and financial statements. Every statement of fact is tied to a public record listed at the end.

In his own words

What he said	What he did
"I'd like to see us have good policy and if that is that we need more complaints before we investigate, so be it." (July 9, 2018) [4]	Seconded the refusal to lift a notice produced by a file opened on one complaint (July 14, 2025) [4]
"I'm not comfortable exposing the municipality to any liability whether it's minute in possibility." (February 3, 2020) [6]	Moved ten Section 57 notices; never asked what the District's own enforcement exposes it to [6][9]
"I do not see a notice of title removal of $500 as being an incredibly persecutory act." (October 18, 2021) [6]	Called a Fairburn Drive notice "essentially a $500 removal charge" two minutes after the owner described a $30,000 design fee (June 9, 2025) [6]
"It is going to cost the applicant or the owner... five hundred dollars and that's unfortunate, but... not prohibitive." (November 20, 2023) [6]	Seconded the confirmation of the notice on 938 Ambassador Avenue, where meeting the permit requirements alone costs a minimum of $100,000 in consulting fees [16]
"I don't think I've ever had a more respectful presentation from someone appealing a notice on title." (November 20, 2023) [11]	Supported the notice on 4573 Prospect Lake Road in the same speech: "in the interests of protecting the interests of the district of Saanich from potential litigation this is really the only option" [11]
"If an applicant was unhappy with the adjudication done by staff they have the right to appeal to council. That's understandable and probably a good..." (February 24, 2025) [7]	Voted nine to nothing against the appeal on 938 Ambassador Avenue five months later [16]
"It puts the responsibility solely on the director without an appeal to council." (July 20, 2026) [7]	"I'm going to lend my support on it." Same speech [7]

2. Every one of those positions followed advice from the administration Brent Reems has led since 2017, first as Director of Building, Bylaw, Licensing and Legal Services and then as Chief Administrative Officer. If the advice was wrong, it was his. The votes were

Plant's.

Who he is

3. Colin Plant, 51 in 2024, is a Saanich councillor first elected in 2014 and re-elected in 2018 and 2022. He has been a secondary school teacher in Saanich School District 63 for 25 years, currently at Claremont Secondary, and holds three UVic degrees: theatre direction, secondary education and a master's in educational leadership. He grew up on a dairy farm in Central Saanich, attended Stelly's Secondary, and has lived in Saanich for more than three decades. He chaired the Capital Regional District board from November 2018, the longest tenure of any CRD chair, and was re-elected chair in November 2023. In April 2024 he won the federal NDP nomination in Saanich-Gulf Islands, recruited, by his campaign's account, by Jagmeet Singh. His campaign's first act was a news release describing the 69-year-old incumbent, Elizabeth May, as "challenged to keep up with riding duties" because of strokes. It was retracted within the hour and he apologised. He describes himself as a Chief Scout recipient and a 1994 Commonwealth Games mascot, and says he is running "because I enjoy serving the residents of Saanich." [1]

What the record shows

4. Over nine years Plant has been the most reliable vote on council for every expansion of Saanich's enforcement machinery, and the most frequent mover of the notices it registers on residents' titles. His stated reason, repeated on the record for six years, is liability. His conduct on the same record shows a councillor who asks the liability question of owners and never of the administration, who identifies defects in what he is voting for and votes for it anyway, and who, when he holds the chair, uses procedure to silence residents.

He supplied the argument for the expansion, and was told it would not pay

5. 28 February 2019, budget committee, Plant to Director Reems: "What is our ratio compared to similar municipalities?" Reems: Victoria one officer per 12,000, Langford and Kelowna one per 8,500, Saanich one per 28,000, "between nine and ten instead of the three." Plant: "some incredibly large caseloads for our bylaw enforcement officers." Then: "Should council look at the addition of a bylaw enforcement officer as potentially funded through the additional fines and tickets that they would write?" Reems: 2018 ticket revenue "was around twenty thousand dollars. So that revenue is not going to make up hiring an additional staff person."

6. Two years later Report 1970-20 sold three officers on $120,000 a year in tickets and cited the comparator ratios Plant had asked for. He voted for it. The service has never reported a ticket count to council. It cost $644,700 in 2020 and $1.6 million in 2025 [2].

He moved the 2018 policy that dropped the safeguards, after asking about them

7. 17 September 2018. Plant asked Reems whether the absence of public conduct standards for enforcement staff "has that been a problem, or is it just best practice?" Reems: "No, it

hasn't been a problem... the way we're planning to address it is to put some information on the website." Plant: "I personally haven't had any complaints brought to my attention." He then asked about giving enforcement "a bit more tooth" by "levying a fine without it being such a laborious process," and moved adoption of the policy. The website standards were never published. The policy contains no inspection rules and no appeal [3].

He set the threshold that was later ignored

8. 9 July 2018, opposing an interim relaxation of suite enforcement: "I'd like to see us have good policy and if that is that we need more complaints before we investigate, so be it." The policy he moved two months later requires two written complaints from separate dwellings within 100 metres by non-occupants before a suite is investigated. The 938 Ambassador Avenue file was opened on one complaint from a former occupant. In July 2025 Plant seconded the motion refusing to lift the notice it produced [4].

He asked the right question about Bylaw 9694 and moved it on a wrong answer

9. 3 May 2021. Plant: "Is it accurate Mr. Reems that all of these housekeeping bylaw amendments are simply as a result of the split of the two positions and that there are actually no consequential changes to the actual bylaws themselves?" Reems: "Yes that's correct... very minor and largely due to grammar." Bylaw 9694 extended the Zoning Bylaw's occupancy inspection and entry authority from one certified building official to the bylaw department and every enforcement officer in it. Plant moved all three readings, seconded the waiver of the public hearing four weeks later, and moved the adoption on 21 June 2021. He did not ask for the text [5].

Owners penalized for liability, never the administration

Date	His words, chair-named	Matter	Result
3 Feb 2020	"I'm not comfortable exposing the municipality to any liability whether it's minute in possibility."	First s. 57 notice of the series, 3901 Ansell Road. Moved it.	Carried
28 Sep 2020	"Can you please remind Council what the liability would be if the title was taken off of this property?"	Owner's application to cancel, 1299 Camrose Crescent.	Refused
10 Jan 2022	"What would be the harm or liability to the district if we were to put this notice on title in abeyance for a certain period of time?"	4029 Glanford Avenue.	Carried
4 Jul 2022	"Nothing in the appeal made me feel that council had made the wrong decision... we have to rely on the systems that we have in place."	Bains appeal, 5390 Old West Saanich Road, on a notice the owner never received. Moved to reaffirm.	Reaffirmed

Date	His words, chair-named	Matter	Result
20 Nov 2023	"In the interests of protecting the interests of the District of Saanich from potential litigation this is really the only option."	4573 Prospect Lake Road, the same night 938 Ambassador Avenue was encumbered.	Carried
14 Jul 2025	Seconded the refusal of the 938 Ambassador cancellation request. Asked no question.	938 Ambassador Avenue.	9 to 0

10. In six years of asking what the District would be exposed to if it lifted a notice, he has not once asked what the District is exposed to by the department that imposes them. That exposure now includes more than $571,000 billed by outside prosecution counsel on one file that produced six acquittals, a BC Supreme Court finding that the Manager of Inspection Services' methodology was "conclusory and without an evidentiary foundation," an open provincial Registrar file on unqualified officers making Building Code decisions, and civil, human rights and tribunal proceedings. None of it appears in the financial plans he seconds every March [6].

He names the defect and votes for it

11. 24 February 2025: "If an applicant was unhappy with the adjudication done by staff they have the right to appeal to council. That's understandable and probably a good..." Five months later, 9 to 0 against an appeal. 20 July 2026, Plant to Reems: "What appeal process, if any, will exist if there is a disagreement on how the director calculates..." Reems: the bylaw "doesn't provide for an appeal mechanism to mayor and council"; the appeal "is really to court." Plant: "It puts the responsibility solely on the director without an appeal to council... when we delegate a decision-making process to staff that we should have..." Then: "I'm going to lend my support on it." [7]

In the chair, he silences residents

12. The minutes record Plant in the chair at sixteen meetings. Open forum on 6 May 2024 is the one to read. It is the fifteen minutes a month when, by the District's own script, "the intent is for council to listen to residents' comments," and the script also lists what residents may not raise: bylaw enforcement, legal matters, in-camera matters, board of variance, remedial orders, development applications, and anything touching a public hearing.

13. Sasha Isard had spoken for fourteen seconds, asking why Saanich would hold a referendum on amalgamation but not on whether local area plans should remain binding, when Plant stopped the clock on a point of order from Councillor Phelps Bondaroff. Plant ruled that anything on the public hearing's "metaphorical docket" could not be raised. Isard asked what he could talk about that was not in the OCP. Plant: "That is for you to determine." Isard: "Given the fact that the OCP pretty much covers everything, I have nothing to say because the public has been gagged. This is not a democracy."

14. Mehdi Najari came next, asking why the District paid $25 million for three Lochside Drive properties assessed at $11.1 million, and then how the public had been told of the OCP hearing. Plant: "please pause Mr. Najari's clock. I take no pleasure in doing this, but I cannot have you speak about something that is related to the public hearing. Even the process of how the public hearing was led to be called is subject to the material that I think is not to be commented upon." Najari: "The public were saying that they were not aware of it." Plant: "I'm going to ask you to pause again and we'll pause your clock."

15. Two residents, two subjects, both stopped inside a minute, at the one forum that exists for residents to speak. The rule he enforced is the District's; the ruling that a question about how residents were notified of a hearing is itself part of the hearing was his [8].

Reems at his elbow

16. At each turn in the enforcement story, Councillor Plant voted after Brent Reems told Council what it needed to hear.

17. September 17, 2018: Reems told him the absence of public conduct standards for enforcement staff "hasn't been a problem" and would be addressed on the website. Plant moved the policy. The standards were never published [3].

18. February 28, 2019: Plant asked Reems for the officer-to-population ratios. Reems supplied them. Two years later Plant voted for Report 1970-20, which cited the same ratios to add three officers [2].

19. May 3, 2021: Plant asked Reems whether the housekeeping amendments made any consequential changes. Reems answered "Yes that's correct... very minor and largely due to grammar." Plant moved Bylaw 9694, which extended entry authority to enforcement officers [5].

20. July 4, 2022: Harry Bains had just told Council that finishing his work would cost $300,000. Reems told Council the notice "is meant to incent following our process... and it gets removed for a small administrative fee." Seconds later Plant moved to reaffirm the notice, telling Council "for $500, this notice on title will be able to be taken away" [20][6].

21. July 14, 2025: before the vote on 938 Ambassador Avenue, Reems told Council the search "was lawfully conducted" and that he "certainly did not hear any specific details" of the injury. Plant seconded the confirmation of the notice [10].

22. July 20, 2026: Reems told Plant the bylaw "doesn't provide for an appeal mechanism to mayor and council" and that the appeal "is really to court." Plant called that a defect, then said "I'm going to lend my support on it" [7].

The coded language

23. Staff give Council keywords instead of facts, and Council votes on them. The record shows the pattern [12]:

What staff told Council	What the record shows
Notice will "reduce Saanich's liability exposure" (report, October 31, 2023); removing it "may expose the District to liability" (July 14, 2025)	No legal opinion, claim, or dollar figure for that liability was ever put to Council
"Without a notice on title, there is potential liability to the District"; omitting one "could expose the municipality to liability" (Fairburn, Conway, Quadra, June 9, 2025)	The same liability line for three different properties, with nothing said about what the liability is or who would claim it
A notice "is meant to incent following our process... and it gets removed for a small administrative fee." (Chief Administrative Officer Brent Reems, July 4, 2022, 5390 Old West Saanich Road) [20]	Minutes earlier, the Manager of Inspection Services told Council removal takes a building permit, plans, a completed project and a final inspection, and the owner told Council finishing would cost $300,000. Council reaffirmed the notice unanimously [20]
"Internal GIS data shows that structures were added over time" (July 14, 2025)	Imagery, not inspection or records, used to date construction
Contraventions "affecting life and safety" (Corporate Officer, June 23, 2025)	No life or safety finding about 938 Ambassador Avenue was put to Council that night or on July 14, 2025
The stairs "are a safety risk" and fail "previous versions of the Code" (4573 Prospect Lake Road, November 20, 2023)	The Manager could not date the stair, and the owner's inspector and, the owner said, the District's own inspector found it acceptable
"Unable to assess the safety or quality of the building... raising concerns about potential health and safety issues" (Fairburn, June 9, 2025)	A concern stated as a reason, with no assessment behind it
The search "was lawfully conducted" (Chief Administrative Officer, July 14, 2025)	Its validity was then before the Provincial Court

24. The $500 is the clearest case. Staff know what removal requires: on July 4, 2022 the Manager of Inspection Services listed it for Council as a building permit, plans, a completed project and a final inspection, and the owner told Council the work would cost $300,000 [20]. Minutes later Brent Reems called it "a small administrative fee" [20]. On November 20, 2023 the Manager told Council there were "no financial implications" and a "$500 fee" to remove the notice on 938 Ambassador Avenue [19]. On July 14, 2025 staff confirmed to Council that removal costs $500 [15]. Each time, staff stated the fee and left out the cost.

25. Councillor Plant voted on every line above. He moved the Fairburn, Conway and Quadra notices on June 9, 2025, supported the Prospect Lake notice, and seconded the confirmation on 938 Ambassador Avenue. Each time, the keyword came from the administration Brent Reems leads; the vote came from Plant [9][11][12].

Facilitating the hostage loop

26. The District investigates the owner, enforces against him, can prosecute him, registers the encumbrance on his title, and then decides, at the same Council table and on the advice of the same staff, whether it comes off. The only key is compliance as the District defines it: the owner is unlawfully forced to open his private dwelling to the same bylaw officers who built the case against him, pays for permits, consultants and whatever remedial work they then order, and pays the District $500 at the end. Until he does, the notice stays on title and the sale of his home is affected. The only appeal from Council's refusal is to court, at his expense.

27. Creation. The October 31, 2023 report recommended the notice because it "will reduce Saanich's liability exposure on this file" [13].

28. The key. Council was told the notice comes off for a $500 fee once the property is brought into compliance with all regulations [13][19], and on July 14, 2025 that the fee is collected "when all the conditions have been met" [15]. The $500 is only the District's registration fee. The cost of a Section 57 notice is hundreds of thousands of dollars. For this house, the title ransom starts at $100,000 in consulting fees for the building permit alone, with remedial work ordered inside the dwelling up to $250,000. It is paid on top of the District's fines and on top of double permit fees, which the owner of 4573 Prospect Lake Road told Council he paid [21]. It is paid to the satisfaction of inspectors whose approval can be taken back: he told Council the District's own inspector approved his stairs on February 23, 2023 before the Manager of Inspection Services overruled him [21]. A home renovation becomes an offence, and the owner is penalized twice: Harry Bains was fined and sent to collections, the owner of 4573 Prospect Lake Road paid his fines through the courts, and the owner of 938 Ambassador Avenue was prosecuted.

29. Who holds the key. Since Bylaw No. 9694 (2021), occupancy inspection and entry authority under the Zoning Bylaw extends to bylaw enforcement officers, not only building officials [18]. The October 31, 2023 report told Council the violation was confirmed "by the Bylaw Officer" [13]. A bylaw enforcement officer is not a building official under the Building Act.

30. The pressure. While the notice stands, the owner is penalized with the loss of the ordinary ability to sell, finance and insure his home. Counsel told Council on July 14, 2025 that the notice was affecting the sale of 938 Ambassador Avenue [16]. Harry Bains told Council on July 4, 2022 that his sale collapsed when his realtor warned him of a non-disclosure suit [20].

31. The review. Cancellation under section 58 is decided by the Council that imposed the notice, on staff advice. On June 23, 2025 the Corporate Officer told Council that staff recommended against removal because the contraventions "impact life and safety on the property" [14]. On July 14, 2025, when Councillor Chambers asked whether the owner could be given more time, Brent Reems answered that "the opportunity is tonight" [15]. Council

confirmed the notice nine to nothing [16].

32. Two other owners were victimized by the same hostage loop. In 2022 Council registered a notice on 5390 Old West Saanich Road at a meeting the owner, Harry Bains, had not been notified of. He told Council on July 4, 2022 that he learned of it from the front page of the Saanich News, that his sale collapsed when his realtor warned him of a non-disclosure suit, that business licence and bylaw inspectors had fined him and sent him to collections, and that finishing the work would cost $300,000. He asked whether he should bring someone to speak for him because he did not know where to begin. Staff told Council the key was a building permit, engineered plans, structural engineering, a completed project and a final inspection. Council reaffirmed the notice unanimously [20].

33. In 2023 the owner of 4573 Prospect Lake Road told Council he had paid his fines, gone to court, paid double permit fees, hired a designer, a geotechnical firm and two engineers, and met the District's inspector "every day." He told Council that inspector approved his stairs on February 23, 2023, that the Manager of Inspection Services overruled him, and that a retired inspector he hired found the stairs safe. The stair was existing and outside the scope of his work: he told Council it was in the house when he bought it in 2016 and was not part of his renovations, and Councillor Harper restated that on the record. The Manager of Inspection Services told Council the owner's building permit was still open and valid for two years, and that the stair could be corrected under it, and recommended the notice anyway. He told Council there is no correction for such a stair short of replacing it entirely. Councillor Harper told Council that other mechanisms, including letters on the property file, had been used in the past instead of a notice. Council registered the notice, with only Councillor Harper opposed [21].

34. Plant built more of the loop than any other member of council. He moved the 2018 policy whose two-complaint threshold for suites the 938 Ambassador file did not meet [3][4]. He moved Bylaw 9694, which extended occupancy inspection and entry authority to enforcement officers [5]. Of the twenty Section 57 notices whose registration is recorded in the minutes from 2020 to 2025, he moved ten: 3901 Ansell Road and 1299 Camrose Crescent (February 3, 2020); 389 Obed Avenue and 4037 Lakehill Place (October 18, 2021); 3979 Locarno Lane (November 1, 2021); 1206 Judge Place and 5390 Old West Saanich Road (May 30, 2022); and 1845 Fairburn Drive, 323 Conway Road and 4029 Quadra Street (June 9, 2025). No other member moved more than three. He also moved the reaffirmation of 5390 Old West Saanich Road (July 4, 2022) and seconded the confirmation of 938 Ambassador Avenue (July 14, 2025) [9].

35. He has refused every owner who asked for the key. On 4 July 2022, three minutes after staff told council that removal requires a permit, engineered plans, completed work and a final inspection, he told council that "for $500 this notice on title will be able to be taken away" and moved to reaffirm the notice [6]. The cost of a Section 57 notice is hundreds of thousands of dollars, not $500. His statement described the fee for the key and omitted

the title ransom: a minimum of $100,000 in consulting fees to satisfy a building permit, and remedial work that could reach $250,000.

36. On July 14, 2025, seconding the confirmation of the notice on 938 Ambassador Avenue, he said: "I will almost always when the district is put into a position of potentially being held liable" act "to try and indemnify the municipality from future risk," and that he was "confident in the processes Saanich has" [15]. He asked no question about the evidence, the single complaint or the owner's notice of counsel [16].

Summary

37. Plant did not design Saanich's enforcement model. He asked for the numbers that justified it, moved the policy that stripped its safeguards, moved the bylaw that armed it, seconded the motion that kept the public out of the room, moved ten of the twenty notices recorded in the minutes, refused all three owners who asked for relief, and, in the chair, stopped residents' clocks. He has said on the record that the missing safeguards were probably good, that the missing appeal was a defect, and that residents should be heard. He voted against each of those positions the same day or within months. His word for all of it is liability. The record's word is the one he has never applied to himself.

Sources

[1] Island Social Trends, 24 April 2024; Times Colonist, 30 April 2024 and 5 October 2022; Saanich News, 14 November 2018; saanich.ca council profile.

[2] Recording 2019-02-28, 2:05:22 to 2:08:40, Plant named by the chair. Report 1970-20, pp. 10 to 12. Financial Plans 2021 to 2026.

[3] Recording 2018-09-17, 3:44:36 to 3:48:30. Minutes 17 September 2018. Reports of B. Reems, 16 May and 7 September 2018.

[4] Recording 2018-07-09, 2:53:13. Bylaw Enforcement Policy 2018, ss. 1.3 and 1.7. Recording 14-JUL-2025, approx. 4311 to 4420 s.

[5] Recording 2021-05-03_clip535, 1:19:14 to 1:19:40. Minutes 3 May, 31 May and 21 June 2021. Zoning Bylaw s. 11.2 before and after 9694.

[6] Recordings and minutes of 3 February 2020, 28 September 2020, 18 October 2021, 10 January 2022, 4 July 2022, 20 November 2023, 9 June 2025 and 14 July 2025; Kinney v. Saanich, 2025 BCSC 1132.

[7] Recordings 2025-02-24_clip998, 0:59:04; 2026-07-20_clip1334, 1:41:53 to 1:45:10.

[8] Recording 2024-05-06_clip872, 0:03:00 to 0:09:30. Minutes 6 May 2024, Plant in the chair.

[9] Council minutes, 3 February 2020, 18 October 2021, 1 November 2021, 30 May 2022, 4 July 2022, 9 June 2025 and 14 July 2025.

[10] Council meeting video transcript, July 14, 2025 (approx. 3995 to 4080 s).

[11] Council meeting video transcript, November 20, 2023, 4573 Prospect Lake Road (approx. 1865 to 3320 s).

[12] Council minutes: July 4, 2022 (5390 Old West Saanich Road); November 20, 2023 (938 Ambassador Avenue and 4573 Prospect Lake Road); June 9, 2025 (1845 Fairburn Drive, 323 Conway Road, 4029 Quadra Street); June 23, 2025 and July 14, 2025 (938 Ambassador Avenue); statements of the Manager of Inspection Services, the Corporate Officer and the Chief Administrative Officer as recorded.

[13] District of Saanich, Report to Council, Notice on Title - 938 Ambassador Avenue, October 31, 2023 (A. Bains; prepared by the Manager of Inspection Services; endorsed by the CAO).

[14] Council meeting video transcript, June 23, 2025 (approx. 1053 to 1140 s).

[15] Council meeting video transcript, July 14, 2025 (approx. 4075 to 4080 s, 4186 to 4200 s and 4311 to 4470 s).

[16] Council minutes, July 14, 2025, Request to Cancel Notice on Title, 938 Ambassador Avenue.

[17] Council minutes, June 9, 2025, 1845 Fairburn Drive, Recommendation of Notice on Title.

[18] Council minutes, May 3, 2021 and June 21, 2021, Bylaw No. 9694; Report of B. Reems, Housekeeping Bylaw Amendments, May 7, 2021.

[19] Council meeting video transcript, November 20, 2023 (approx. 171 to 310 s).

[20] Council meeting video transcript and minutes, July 4, 2022, 5390 Old West Saanich Road (approx. 1150 to 3115 s).

[21] Council meeting video transcript, November 20, 2023, 4573 Prospect Lake Road (approx. 1700 to 3320 s); Council minutes, November 20, 2023, pp. 2 to 3.

TAB H

Teale Phelps Bondaroff: Your Promises Mean Nothing, with Councillor Phelps Bondaroff's comments

Teale Phelps Bondaroff: Your Promises Mean Nothing

He promised to review Saanich's complaint-driven bylaw system. He moved notices on residents' homes instead, and cut residents off at the microphone. Drawn from his platform, his press statements and Saanich's own minutes and meeting recordings, 2022 to 2026.

What the record shows

1. In 2022 Teale Phelps Bondaroff told Saanich voters he would move for a review of the District's complaint-driven bylaw system, improve secondary suite policies while protecting renters, create an Accessibility Advisory Committee, hire a social planner and reduce noise pollution [1]. In four years the minutes record no motion from him on any of the first four. He moved or seconded six notices on the titles of residents' homes [3].

2. He brought twenty-three notices of motion. Nineteen asked another government, or the Union of BC Municipalities, to act [3]. None addressed bylaw enforcement, notices on title, or how residents are heard at Council.

3. When residents came to the microphone, he called points of order on them twelve times, stopping speakers mid-sentence and, on one occasion, suggesting Council "move on to the next speaker" [22].

4. He told a reporter he had reviewed Saanich's important bylaws and that the blasphemy ban was on his to-do list. It is still law [10][11]. He moved the notice on my home when no one was there to answer it, then moved to keep it after hearing why, and sent me to court with "wish them luck" [24][25].

Scope

5. This review covers November 7, 2022, when the current Council was sworn in, to July 13, 2026, the latest Council minutes in the record searched. It compares his published platform and press statements with Council minutes and meeting recordings.

6. The author, Christopher Caddell, owns 938 Ambassador Avenue and is in active litigation with the District of Saanich. This report is separate from that litigation. It is an independent analysis produced with a search engine built for the litigation, which indexes every open Saanich Council meeting since September 2017 (495 meetings and 12.2 million transcribed words) together with the District's agendas, minutes and financial statements. Every statement of fact is tied to a public record listed at the end.

The 2022 platform against the record

Promise (teale.ca, 2022)	Record, November 2022 to July 2026
"I will move for a review of Saanich's complaint-driven bylaw system, and look for ways to make enforcement more equitable and effective."	No motion from him. On February 5, 2024 Councillor Chambers' motion on the complaint-driven system was replaced by a referral of "the issue of bylaw enforcement" to strategic planning. He asked only what was being referred. No motion from him on bylaw enforcement followed [3][4].
"I will work to improve Saanich's garden and secondary suite policies to empower community members to create more rental housing, while working to protect renters."	He moved or seconded six Section 57 notices on residents' titles, including 938 Ambassador Avenue, where Council was told of an unpermitted basement suite and rental cottage, and 1845 Fairburn Drive, where the owner told Council minutes earlier that he had paid a designer $10,000 of a $30,000 fee [3][6][25].
"I will push for the creation of an Accessibility Advisory Committee."	No motion from him and no such committee in the minutes searched [3].
"I will work to hire a social planner."	No motion from him. Minutes of March 5, 2025 list a social planner only as "a consideration" [8].
"Reducing water, noise, light, and air pollution is essential."	No motion on gas leaf blowers, which he told Council in 2024 he had proposed years earlier [9]. His noise motion asked UBCM to have the Province explore noise cameras [14].

Promises in the chamber and to the press

7. Bylaw enforcement. On February 5, 2024, when Council referred "the issue of bylaw enforcement" to strategic planning, he told Council the referral went beyond the original motion "in a good way" because a broader conversation was needed. He brought nothing to that conversation. The minutes from February 2024 to July 2026 record no motion, question or notice of motion from him on bylaw enforcement [3][4].

8. Leaf blowers. On May 6, 2024 he told Council he had proposed exploring a ban on gas-powered leaf blowers, and that removing noise items from the strategic plan bike rack would be in bad faith. He never moved a leaf blower motion [3][9]. On April 27, 2026 a resident raised that unkept commitment at open forum and was stopped on a point of order [15].

9. Blasphemy and the bylaw review. On June 6, 2025 Saanich News reported his statement that on election he reviewed the District's important bylaws, found blasphemy prohibited in Saanich parks, considered that unconstitutional, and had it on his to-do list [10]. Section 15 of the Parks Management and Control Bylaw still prohibits "blasphemous" language [11], and the Ticket Bylaw still makes it a $100 offence [12]. On July 15, 2024, eleven months before the interview, he moved final reading of an amendment to the same bylaw and left section 15 untouched [13].

10. Lobbyist registry. In February 2023 he voted to add a lobbyist registry to the strategic plan, telling the Times Colonist the public should know who Council is speaking with [16]. On May 12, 2025 he seconded Councillor Chambers' motion to add the Lobby

Register to the strategic plan, then voted against it. It failed one to seven [17]. A month later Council adopted his resolution asking UBCM to request a provincial opt-in registry [18]. The Province declined [19]. Saanich has no registry.

11. Community engagement. Launching his 2026 campaign, he said community engagement had been "very important in this term" and that he wants Council to engage a wider range of people [2]. The record of his conduct when residents spoke is set out below.

Where his motions went

12. From January 2023 to June 2026 the minutes record twenty-three notices of motion from him. Nineteen asked the Province, the federal government, UBCM or the Association of Vancouver Island and Coastal Communities to act: means-tested traffic fines, traffic cameras, tax exemptions for places of worship, climate cost data, ICBC odometer data, period poverty (twice), noise cameras, the Coastal Marine Strategy, feral rabbits, a School District 61 electoral model, European elevator standards, a lobbyist registry, housing as a human right, student ferry fares, student food security, mobility scooters in bike lanes, team-based primary care and free youth transit [3][20][21].

13. Several did not survive Council. The places-of-worship resolution was defeated one to eight [20]. His February 5, 2024 period-poverty motion found no seconder [4]; a second version was withdrawn on August 12, 2024 [14]. On February 9, 2026 Council refused, two to seven, to hear his student ferry motion early because insufficient notice had been given [21].

Residents at the microphone

14. The transcripts record him calling points of order on members of the public twelve times:

Date	Speaker and subject	His point of order
Jun 20, 2023	Sasha Isard; Mehdi Najari, public hearing	Asked the chair to direct Isard to "focus on new content"; stopped Najari
Jun 26, 2023	Mr. Donaldson, PKOLS dogs	Asked that speakers be reminded not to identify individuals; the clock ran out during the point of order and Donaldson was not allowed to finish
Dec 11, 2023	Ms. Hamill, open forum	"I think this item might be out of order"
Feb 5, 2024	Gallery	Reminder to avoid side commentary
May 6, 2024	Sasha Isard, open forum, local area plans	Said Council "cannot receive more information"; Isard was stopped after fourteen seconds
Sep 23, 2024	Mehdi Najari, open forum	Reminder not to call out the Mayor
Nov 4, 2024	Resident, public input	Asked that the speaker be made to repeat an apology
Jan 13, 2025	Mehdi Najari	Raised a point of order on a resident's conduct at a previous meeting before Najari spoke

Date	Speaker and subject	His point of order
Feb 11, 2025	Resident, OCP	Reminder not to address individual members of Council
May 12, 2025	Resident alleging a conflict of interest	Reminder to speak to all of Council
Sep 8, 2025	Ms. Dixon, asking what candidates may promise voters	Said she was "straying from the agenda"
Jun 16, 2026	Mehdi Najari, development plan	"Three points of order is enough I suggest we move on to the next speaker"; Najari was muted

15. That is the record of the councillor who now campaigns on engagement [2][22].

Conduct in the chamber

16. In the same period the transcripts record him moving a rezoning "at tiktok speed" (June 9, 2025), describing the removal of two growth hubs from a neighbourhood plan as "we unalived two hubs" (February 2026), directing colleagues to "see my TikTok" for a list (March 16, 2026), and making a "shameless plug" from the dais for an event at Rutledge Park (June 10, 2024), where he launched his 2026 re-election campaign [2][23].

Reems at his elbow

17. November 20, 2023: he moved the notice on 938 Ambassador Avenue on a report endorsed by Brent Reems as Chief Administrative Officer [5][24].

18. February 5, 2024: when Council debated the complaint-driven bylaw system, Reems told Council his "preference would be to refer the topic." Council referred bylaw enforcement to strategic planning. Councillor Phelps Bondaroff told Council the referral went beyond the original motion "in a good way." His 2022 promise to move a review of the complaint-driven system went into that referral and did not come out [4].

19. July 14, 2025: before the vote, Reems told Council the search "was lawfully conducted" and that he "certainly did not hear any specific details" of the injury. Councillor Phelps Bondaroff moved to confirm the notice [31][25].

938 Ambassador Avenue

20. On November 20, 2023 he moved the notice on the title of 938 Ambassador Avenue, with no one present for the owner, and the notices on 3838 Epsom Drive and 4573 Prospect Lake Road at the same meeting [24]. He seconded three more: 67 Cadillac Avenue (January 20, 2025), and 1845 Fairburn Drive and 323 Conway Road (June 9, 2025) [7][29].

21. On July 14, 2025, on reconsideration, his own question established that the District had been told on April 6, 2023 to deal with the owner through his lawyer. He then moved that Council confirm the notice he had moved in 2023. Speaking to it, he said the

constitutional issues were outside Council's jurisdiction: "wish them luck in court, I suppose." It carried nine to nothing [25].

Facilitating the hostage loop

22. The hostage loop is how every Section 57 notice works. The District investigates the owner, enforces against him, can prosecute him, registers the encumbrance on his title, and then decides, at the same Council table and on the advice of the same staff, whether it comes off. The only key is compliance as the District defines it: the owner is forced to open his private dwelling to the same bylaw officers who built the case against him, pays for permits, consultants and whatever remedial work they then order, and pays the District $500 at the end. Until he does, the notice stays on title and the sale of his home is affected. The only appeal from Council's refusal is to court, at his expense.

23. Creation. The October 31, 2023 report recommended the notice because it "will reduce Saanich's liability exposure on this file" [5].

24. The key. Council was told the notice comes off for a $500 fee once the property is brought into compliance with all regulations [5][27]. The $500 is only the District's registration fee. For this house, meeting the building permit requirements alone costs a minimum of $100,000 in consulting fees, and remedial work ordered inside the dwelling could reach $250,000.

25. Who holds the key. Since Bylaw No. 9694 (2021), occupancy inspection and entry authority under the Zoning Bylaw extends to bylaw enforcement officers [28]. The October 31, 2023 report told Council the violation was confirmed "by the Bylaw Officer" [5].

26. The review. On June 23, 2025 the Corporate Officer told Council that staff recommended against removal because the contraventions "impact life and safety on the property" [26]. On July 14, 2025, asked whether the owner could have more time, staff answered "the opportunity is tonight." Council confirmed the notice nine to nothing [25].

27. Councillor Phelps Bondaroff closed the loop at both ends: he moved the notice and moved its confirmation, then directed the owner to court while the encumbrance only Council could lift stayed on title. No motion, question or notice of motion from him in four years addresses how a notice is removed, who decides, or what an owner must do to get one lifted [3].

Conflicts and overlapping roles

28. Searches of the minutes found no declaration of conflict of interest by him [3]. His overlapping roles include library board trustee while Council funds the library [30], research coordinator for the BC Humanist Association while publicly identifying, but not moving to repeal, the blasphemy provision [2][10], and candidate for the CRD board [2].

Sources

[1] teale.ca, "Teale's Vision for Saanich" (2022 platform), accessed October 2, 2026.

[2] Times Colonist, 2022 candidate profile; Island Social Trends, July 11, 2026; Martlet, July 2026; CHEK News, September 2026; Victoria Buzz, September 2026.

[3] District of Saanich Council, Committee of the Whole and Special Council minutes, November 7, 2022 to July 13, 2026, as held in the minutes archive.

[4] Council meeting video transcript, February 5, 2024 (clip 832, approx. 9887 to 10420 s); Council minutes, February 5, 2024.

[5] District of Saanich, Report to Council, Notice on Title - 938 Ambassador Avenue, October 31, 2023.

[6] Council meeting video transcript, June 9, 2025 (clip 1048, approx. 1438 to 1452 s).

[7] Council minutes, June 9, 2025, 1845 Fairburn Drive and 323 Conway Road.

[8] Minutes of March 5, 2025, as held in the minutes archive.

[9] Council meeting video transcript, May 6, 2024 (clip 872, approx. 284 to 330 s and 6570 to 6700 s).

[10] Saanich News, "Good God: Saanich bylaw banning blasphemy captures national attention" (June 6, 2025).

[11] District of Saanich, Parks Management and Control Bylaw, 1997, No. 7753 (consolidated), section 15.

[12] District of Saanich, Ticket Bylaw, 2010, No. 9029, Schedule 10.

[13] Council minutes, July 15, 2024, Parks Management and Control Bylaw Amendment Bylaw No. 10037.

[14] Council minutes, August 12, 2024, UBCM resolutions: period poverty (withdrawn) and noise pollution cameras.

[15] Council meeting video transcript, April 27, 2026 (clip 1279, approx. 5090 to 5200 s).

[16] Times Colonist, "Saanich nixes idea of lobbyist registry" (February 2023).

[17] Council minutes, May 12, 2025, Strategic Plan, Lobby Register vote.

[18] Council minutes, June 9, 2025, UBCM, Lobbyist Registration.

[19] Union of BC Municipalities, 2025 EB95 Lobbyist Registration, Provincial Response.

[20] Council minutes, January 23, 2023, Notices of Motion from Councillor Phelps Bondaroff.

[21] Council minutes, February 9, 2026, Notices of Motion from Councillor Phelps Bondaroff.

[22] Council meeting video transcripts: June 20, 2023 (clip 759, 10868 and 12401 s); June 26, 2023 (clip 761, 4825 to 4853 s); December 11, 2023 (clip 814, 508 s); February 5, 2024 (clip 832, 3937 s); May 6, 2024 (clip 872, 284 s); September 23, 2024 (clip 918, 9691 s); November 4, 2024 (clip 948, 1783 s); January 13, 2025 (clip 975, 410 s); February 11, 2025 (clip 991, 6297 s); May 12, 2025 (clip 1034, 1015 s); September 8, 2025 (clip 1121, 2592 s); June 16, 2026 (clip 1324, 11661 s).

[23] Council meeting video transcripts: June 10, 2024 (approx. 5864 s); June 9, 2025 (approx. 6477 s); February 2, 2026 (approx. 16369 s); March 16, 2026 (approx. 8993 s).

[24] Council minutes, November 20, 2023, 938 Ambassador Avenue, 3838 Epsom Drive and 4573 Prospect Lake Road.

[25] Council minutes, July 14, 2025; Council meeting video transcript, July 14, 2025 (approx. 3250 to 3410 s, 3443 to 3452 s, 4075 to 4080 s and 4311 to 4470 s).

[26] Council meeting video transcript, June 23, 2025 (approx. 1053 to 1140 s).

[27] Council meeting video transcript, November 20, 2023 (approx. 171 to 310 s).

[28] Council minutes, May 3, 2021 and June 21, 2021, Bylaw No. 9694.

[29] Council minutes, January 20, 2025, 67 Cadillac Avenue.

[30] District of Saanich, 2024 Annual Report, Saanich Council 2024 Appointments.

[31] Council meeting video transcript, July 14, 2025 (approx. 3995 to 4080 s).

TAB I

Nathalie Chambers: You Claim Civic Engagement, Until Residents Engage

Nathalie Chambers: You Claim Civic Engagement, Until Residents Engage

Ten residents asked Council for garden suites; she voted against even a staff report. Owners came to Council to be heard; she seconded the notices. Drawn from her statements to voters and Saanich's own minutes and meeting recordings.

What the record shows

1. Councillor Nathalie Chambers claims civic engagement. When residents engage, she votes the other way. On June 24, 2024 ten residents came to Council to ask for garden suites outside the Urban Containment Boundary; she voted against even asking staff for a report [8]. Owners and tenants who came to Council to be heard on Section 57 notices found her moving or seconding the notice [5][6][20].

2. She runs on public participation, strong civic engagement and "an independent voice, so I can always put Saanich citizens first" [1][2]. In January 2024 she brought the only notice of motion this term on the complaint-driven bylaw system. On February 5, 2024, after the Chief Administrative Officer said his preference was to refer the topic, she seconded the motion to table her own motion indefinitely [3].

3. She has moved or seconded seven of the twenty Section 57 notices recorded since 2020 [5]. On July 4, 2022 she seconded the motion to keep the notice on 5390 Old West Saanich Road, minutes after Brent Reems told Council the notice "gets removed for a small administrative fee" and the owner told Council the work would cost $300,000 [20]. On February 3, 2020 she explained her vote for a notice in staff's words: it "will reduce any of Saanich's liability and exposure of this file" [6].

4. The same night she also voted against allowing secondary suites outside the Urban Containment Boundary; the bylaw passed seven to two [7]. She voted to register and then to confirm the notice on 938 Ambassador Avenue [9][16].

In her own words

What she said	What she did
"I have listened and learned our community supports strong civic engagement." (2022) [1]	Voted against a staff report on garden suites after ten residents spoke for them (June 24, 2024) [8]
"On council, I've maintained an independent voice, so I can always put Saanich citizens first." (2022) [1]	Explained her vote for a notice in the words of the staff report: it "will reduce any of Saanich's liability and exposure of this file" (February 3, 2020) [6]
Asked staff to review "the integrity and confidentiality of the complaint driven bylaw system." (notice of motion, January 2024) [3]	Seconded the motion to table it indefinitely and refer bylaw enforcement to strategic planning (February 5, 2024) [3]
"I do like the idea of not rewarding people who break the rules." (November 1, 2021) [10]	Seconded the notice on 3979 Locarno Lane [10]

What she said	What she did
Public participation as a 2026 priority [2]	Seconded the reaffirmation of the notice on 5390 Old West Saanich Road after the owner said he had not been told of the meeting that registered it (July 4, 2022) [20]

5. Each of those votes followed advice from the administration led by Chief Administrative Officer Brent Reems. If the advice was wrong, it was his. The votes were hers.

Residents who engaged

Date and property	What Council heard	Her role
Feb 3, 2020, 5435 Kiowa Road	The tenant said contractors had advised that permits were not required for temporary buildings	Moved the notice
Sep 28, 2020, 1299 Camrose Crescent	The owner appealed for the notice to be cancelled	Seconded the refusal
Nov 1, 2021, 3979 Locarno Lane	Council postponed the notice two weeks earlier to read the owner's correspondence	Seconded the notice
Jul 4, 2022, 5390 Old West Saanich Road	Harry Bains said he had not been told of the meeting, his sale had collapsed, he had been fined and sent to collections, and finishing would cost $300,000	Seconded the reaffirmation
Jun 24, 2024, suites outside the Urban Containment Boundary	Ten residents asked for garden suites, citing mortgage help, multi-generational living and farm workers	Voted against rural secondary suites and against a garden suites report
Jul 14, 2025, 938 Ambassador Avenue	Counsel said the District had been told in April 2023 to deal with the owner through his lawyer, and that the notice was affecting the sale	Voted to confirm

The motion she tabled

6. Her notice of motion asked staff to review measures to keep the complaint-driven bylaw system's integrity and confidentiality intact as enforcement was shared with the Capital Regional District and provincial and federal agencies. Councillor Harper seconded it [3].

7. Reems told Council his "preference would be to refer the topic." Councillor de Vries moved that the motion "be tabled indefinitely and the issue of bylaw enforcement be referred to the Strategic Planning process." Councillor Chambers seconded. The referral carried [3]. The minutes from February 2024 to July 2026 record no report back on the complaint-driven system and no further motion from her on it [5].

The coded language

8. Staff give Council keywords instead of facts, and Council votes on them [11]:

What staff told Council	What the record shows
The notice will "reduce Saanich's liability exposure" (staff reports, 2020 to 2023)	No legal opinion, claim or dollar figure for that liability was ever put to Council. She repeated the phrase as her own reason in 2020 [6]
A notice "is meant to incent following our process... and it gets removed for a small administrative fee" (Reems, July 4, 2022)	Minutes earlier Council was told removal takes a building permit, plans, a completed project and a final inspection, and the owner said the work would cost $300,000 [20]
"Without a notice on title, there is potential liability to the District" (Fairburn, Conway, Quadra, June 9, 2025)	The same liability line for three different properties. She seconded Quadra [5]
Contraventions "affecting life and safety" (June 23, 2025)	No life or safety finding about 938 Ambassador Avenue was put to Council that night or on July 14, 2025

9. The $500 is the clearest case. On November 20, 2023 the Manager of Inspection Services told Council there were "no financial implications" and a "$500 fee" to remove the notice on 938 Ambassador Avenue [19]. On July 14, 2025 staff confirmed removal costs $500 [15]. Each time, staff stated the fee and left out the cost. The keywords came from the administration Brent Reems leads; the votes were hers.

The hostage loop

10. The District investigates the owner, enforces against him, can prosecute him, registers the encumbrance on his title, and then decides, at the same Council table and on the advice of the same staff, whether it comes off. The only key is compliance as the District defines it: the owner is unlawfully forced to open his private dwelling to the same bylaw officers who built the case against him, pays for permits, consultants and whatever remedial work they then order, and pays the District $500 at the end. Until he does, the notice stays on title and the sale of his home is affected. The only appeal from Council's refusal is to court, at his expense.

11. Creation. The October 31, 2023 report recommended the notice because it "will reduce Saanich's liability exposure on this file" [13].

12. The key. Council was told the notice comes off for a $500 fee once the property is brought into compliance with all regulations [13][19], and on July 14, 2025 that the fee is collected "when all the conditions have been met" [15]. The $500 is only the District's registration fee. The cost of a Section 57 notice is hundreds of thousands of dollars. For this house, the title ransom starts at $100,000 in consulting fees for the building permit alone, with remedial work ordered inside the dwelling up to $250,000. It is paid on top of the District's fines and on top of double permit fees, which the owner of 4573 Prospect Lake Road told Council he paid [21]. A home renovation becomes an offence, and the owner is penalized twice: Harry Bains was fined and sent to collections, the owner of 4573 Prospect Lake Road paid his fines through the courts, and the owner of 938

Ambassador Avenue was prosecuted.

13. Who holds the key. Since Bylaw No. 9694 (2021), occupancy inspection and entry authority under the Zoning Bylaw extends to bylaw enforcement officers, not only building officials [18]. The October 31, 2023 report told Council the violation was confirmed "by the Bylaw Officer" [13]. A bylaw enforcement officer is not a building official under the Building Act.

14. The pressure. While the notice stands, the owner is penalized with the loss of the ordinary ability to sell, finance and insure his home. Counsel told Council on July 14, 2025 that the notice was affecting the sale of 938 Ambassador Avenue [16].

15. The review. Cancellation under section 58 is decided by the Council that imposed the notice, on staff advice. On June 23, 2025 the Corporate Officer told Council that staff recommended against removal because the contraventions "impact life and safety on the property" [14]. On July 14, 2025, when Councillor Chambers asked whether the owner could be given more time, Brent Reems answered that "the opportunity is tonight" [15]. Council confirmed the notice nine to nothing [16].

16. Two other owners were victimized by the same hostage loop. In 2022 Council registered a notice on 5390 Old West Saanich Road at a meeting the owner, Harry Bains, had not been notified of. He told Council on July 4, 2022 that he learned of it from the front page of the Saanich News, that his sale collapsed when his realtor warned him of a non-disclosure suit, that business licence and bylaw inspectors had fined him and sent him to collections, and that finishing the work would cost $300,000. He asked whether he should bring someone to speak for him because he did not know where to begin. Staff told Council the key was a building permit, engineered plans, structural engineering, a completed project and a final inspection. Council reaffirmed the notice unanimously [20].

17. In 2023 the owner of 4573 Prospect Lake Road told Council he had paid his fines, gone to court, paid double permit fees, hired a designer, a geotechnical firm and two engineers, and met the District's inspector "every day." He told Council that inspector approved his stairs on February 23, 2023, that the Manager of Inspection Services overruled him, and that a retired inspector he hired found the stairs safe. The stair was existing and outside the scope of his work: he told Council it was in the house when he bought it in 2016 and was not part of his renovations, and Councillor Harper restated that on the record. The Manager of Inspection Services told Council the owner's building permit was still open and valid for two years, and that the stair could be corrected under it, and recommended the notice anyway. He told Council there is no correction for such a stair short of replacing it entirely. Councillor Harper told Council that other mechanisms, including letters on the property file, had been used in the past instead of a notice. Council registered the notice, with only Councillor Harper opposed [21].

18. Her seven: as mover, 5435 Kiowa Road, 588 Whiteside Street (2020) and 1396 Mount Douglas Cross Road (2021); as seconder, 1299 Camrose Crescent (2020), 389 Obed Avenue and 3979 Locarno Lane (2021) and 4029 Quadra Street (2025) [5].

What she brought to the table

19. She moved to add a lobbyist registry to the strategic plan on May 12, 2025. It failed one to seven, with only her in favour [12]. Her January 2024 motion on the complaint-driven bylaw system was the only one of its kind this term, and she seconded its tabling [3].

Background

20. She and her family lease and operate Madrona Farm in the Blenkinsop Valley [1]. She was first elected to Saanich Council in 2018 and received 10,633 votes in 2022 [1][4]. She is seeking a third term and a seat on the Capital Regional District board in 2026 [2][4]. On February 3, 2020 she told Council she owns and rents out a heritage home on Bethune Avenue [6].

About this review

21. The author, Christopher Caddell, owns 938 Ambassador Avenue and is in active litigation with the District of Saanich. This report is separate from that litigation. It is an independent analysis produced with a search engine built for the litigation, which indexes every open Saanich Council meeting since September 2017 (495 meetings and 12.2 million transcribed words) together with the District's agendas, minutes and financial statements. Every statement of fact is tied to a public record listed at the end.

Sources

[1] Times Colonist, "Nathalie Chambers - Saanich council candidate 2022".

[2] nathaliechambers.ca (2026 campaign) and District of Saanich, 2026 Candidate Profile Guide.

[3] Council minutes, February 5, 2024, Shared Bylaw Enforcement (Notice of Motion of Councillor Chambers); Council meeting video transcript, February 5, 2024 (clip 832, approx. 9887 to 10420 s).

[4] CHEK News, "Election 2026: Saanich mayor and council candidates" (September 2026).

[5] District of Saanich Council minutes, 2017 to July 13, 2026, as held in the minutes archive.

[6] Council meeting video transcript, February 3, 2020 (approx. 1283 s, 2157 s and 10060 s); Council minutes, February 3, 2020.

[7] CBC News and Times Colonist, "Saanich votes to allow secondary suites in rural areas" (June 2024).

[8] Council minutes, June 24, 2024, Public Input and Secondary Suites Outside the Urban Containment Boundary, pp. 6 to 14.

[9] Council minutes, November 20, 2023, 938 Ambassador Avenue.

[10] Council meeting video transcript, November 1, 2021 (clip 578, approx. 385 s); Council minutes, November 1, 2021, 3979 Locarno Lane.

[11] Council minutes: February 3, 2020; July 4, 2022; November 20, 2023; June 9, 2025; June 23 and July 14, 2025; statements of staff as recorded.

[12] Council minutes, May 12, 2025, Strategic Plan, Lobby Register.

[13] District of Saanich, Report to Council, Notice on Title - 938 Ambassador Avenue, October 31, 2023 (A. Bains; prepared by the Manager of Inspection Services; endorsed by the CAO).

[14] Council meeting video transcript, June 23, 2025 (approx. 1053 to 1140 s).

[15] Council meeting video transcript, July 14, 2025 (approx. 4075 to 4080 s, 4186 to 4200 s and 4311 to 4470 s).

[16] Council minutes, July 14, 2025, Request to Cancel Notice on Title, 938 Ambassador Avenue.

[17] Council minutes, June 9, 2025, 1845 Fairburn Drive, Recommendation of Notice on Title.

[18] Council minutes, May 3, 2021 and June 21, 2021, Bylaw No. 9694; Report of B. Reems, Housekeeping Bylaw Amendments, May 7, 2021.

[19] Council meeting video transcript, November 20, 2023 (approx. 171 to 310 s).

[20] Council meeting video transcript and minutes, July 4, 2022, 5390 Old West Saanich Road (approx. 1150 to 3115 s).

[21] Council meeting video transcript, November 20, 2023, 4573 Prospect Lake Road (approx. 1700 to 3320 s); Council minutes, November 20, 2023, pp. 2 to 3.

TAB J

Meet the Man Who Really Runs Saanich

September 23, 2026, revised October 6 and 10, 2026

FOR IMMEDIATE RELEASE: 23 September 2026. Revised 6 and 10 October 2026.

Meet the Man Who Really Runs Saanich

The mayor doesn't. Saanich's most powerful employee does, and nobody has ever reviewed his work.

Revision note, 6 October 2026. Three changes from the 23 September release. The count of encumbered titles is twenty, not twenty-one. The resident satisfaction figures are restated from the BC Stats 2024 Resident Pulse Survey, which reports 2021 and 2024 on the same scale. The section on Councillor Chambers no longer states that the Development Tracker shows no permit for 4317 Blenkinsop Road; that search covered active permits only, and the District's property report shows building permits on file. Everything else is as released.

VICTORIA, BC. Saanich voters elect a mayor and eight councillors. They do not elect the person who runs the District. The Chief Administrative Officer manages every department, every employee and every report that reaches the council table. Council hires him. Council is the only body that can hold him to account.

In September 2022, council voted to start doing that. Staff were directed to report back by year's end with options for regular performance evaluations of the CAO. Councillor Mersereau called it a trigger so the job would not fall by the wayside. Councillor Chambers said the CAO should not be checking his own performance standards. Brent Reems had been CAO for seven months.

Four years later, no such report appears in any open council agenda, minute or meeting recording.

How he got the job

Paul Thorkelsson had been Saanich's CAO for nearly seven years. On 29 November 2021 council fired him without cause and owed $579,769 in severance, two years' salary, a figure that only became public when the Grumpy Taxpayer$ of Greater Victoria pried it out through freedom of information. Council gave no reason beyond "a new direction." Mayor Haynes said council had "cast their minds out 18 months" before acting.

Eighteen months before November 2021 is the spring of 2020, the moment the parking file landed on the desk of the Director of Building, Bylaw, Licensing and Legal Services. In the year that followed, Brent Reems brought council Report 1970-20, which expanded his own department into an enforcement service and floated a rental licensing regime; Bylaw 9694, which he described as housekeeping; and the waiver of the public hearing on it. Thorkelsson signed off on all three as CAO. The mayor described Reems as the director with his hand in every file.

Reems took over as acting CAO a week after Thorkelsson left. Interim CAO followed in February 2022. A five-year term followed in January 2023.

Nobody has said why Thorkelsson had to go. Council owed $580,000 to remove one CAO without explanation and installed, a week later, the director who had spent the previous year building the department this release describes. Seven months later council voted to review his performance, and never did.

Here is what he built while nobody was reviewing him.

They asked him to come in. Then they served him.

Harry Bains is 67. He bought 5390 Old West Saanich Road in late 2018 and has never lifted a hammer on it. On 24 May 2022 two Saanich inspectors asked him to come to the municipal hall for a meeting "to resolve a situation on the property." He went.

> *"Instead, everybody disappeared to the back of the Saanich Hall," he told council, "and I got served papers to appear in criminal court room 103 on June the 1st."*

Six days later council put a notice on his title. Nobody told him the meeting was happening. He learned about it from a newspaper article that named him. He phoned the District's legislative department, who confirmed they

had no record of ever notifying him. An inspector, he said, had told him: "We're going to set an example with you, and we're going to have your house go up on a court sale."

He cancelled a hip replacement to appear at the appeal he was finally granted, on 4 July 2022. "I don't know what I'm appealing," he told council, "when I was never notified to be here."

Council reaffirmed the notice. Councillor Colin Plant moved it, as he had moved the original. Minutes earlier, Brent Reems had told council the notice "is meant to incent following our process... and it gets removed for a small administrative fee." Bains had just told council finishing the work would cost $300,000.

The safeguards that would have protected him were identified in 2018, then dropped

In May 2018, as Director of Building, Bylaw, Licensing and Legal Services, Reems told council Saanich fell short of six Ombudsperson standards for bylaw enforcement and recommended adopting all six. The policy he brought back in September omitted three: conduct standards for enforcement staff, rules on when officers may inspect private property, and any appeal process. He wrote that conduct standards would go on the District's website. They never appeared.

The parking report that wasn't about parking

Report 1970-20, January 2021, asked council for three officers to write parking tickets. At page 8, justifying a management restructure, it named the real ambition: enhancing the District's ability "to consider, pursue and plan for future opportunities, such as the regulation of short-term vacation rentals and a licensing program for rental housing." A licensing regime for every rental home in Saanich, inside a parking report. The same report proposed proactive patrols in place of complaint response, an internal power to redeploy officers to "priority enforcement issues" without returning to council, and a benchmark implying ten officers rather than five. Council endorsed it unanimously.

Then he told council a bylaw changed nothing

Three months later, Councillor Plant asked whether a package of housekeeping amendments made any consequential changes to the bylaws. Reems said no. Minor amendments, largely grammar. Bylaw 9694 handed the bylaw department, and every enforcement officer in it, the power to inspect for occupancy and enter property under the Zoning Bylaw, a power previously held by one certified building official. In the very report that created those officers, Reems had argued building inspection must stay separate from bylaw enforcement because the Building Act sets mandatory qualifications. Bylaw 9694 merged what he had just told council to keep apart, and gave the officers exactly what a rental licensing regime needs.

Plant moved all three readings, seconded the waiver of the public hearing, and moved the adoption.

The councillor who votes on liability

Plant's stated reason for backing this machine is liability. February 2020, moving the first section 57 notice: he was "not comfortable exposing the municipality to any liability whether it's minute in possibility." September 2020, when an owner asked to lift a notice: "can you please remind Council what the liability would be if the title was taken off." January 2022: "what would be the harm or liability to the district if we were to put this notice on title in abeyance?"

He never asked that question when the CAO was in front of him. What Saanich now carries: twenty encumbered titles; an entry power granted without a hearing; a BC Supreme Court ruling that its Manager of Inspection Services' methodology was "conclusory and without an evidentiary foundation"; an open provincial Registrar file on whether unqualified officers made Building Code decisions; more than $571,000 billed by prosecution counsel on a single file that produced six acquittals; and civil, human rights and tribunal proceedings arising from the same conduct. Plant moved ten of the twenty notices, more than anyone on

council.

The councillor who knows what enforcement feels like

On 3 February 2020, the night she moved the notices on 5435 Kiowa Road and 588 Whiteside Street, Councillor Nathalie Chambers told council: "Mr. Barbour will realize and remember that I too once had a permit that had gone out of expiration, and I had to take down a very loved tree house." Graham Barbour was the Manager of Inspection Services presenting the file. She voted to put the notice on another man's title.

On 20 November 2023 she questioned the Manager of Inspection Services about 938 Ambassador Avenue while its owner was out of the country and had not been told the meeting was happening. On 23 February 2024 the owner wrote to her, with council and the bylaw department copied, about the barn restoration her farm's website credits to a friend, and asked whether it had been permitted. The record shows no reply. On 14 July 2025 she asked the CAO whether an owner who had been out of the country should get more time. He said procedural fairness had been afforded. She voted with the other eight.

The bill council was never shown

Every March, Saanich council sits as a committee to build the financial plan. Colin Plant is a fixture at that table. He seconded the 2020 budget resource requests. He moved the 2021 motion directing staff on the plan. He seconded the 2022 motion adding $1.9 million to the capital plan, and the 2022 library budget. He moved the 2024 recommendations. He chairs the Capital Regional District. Finance is his subject.

What never appears in any of those plans is what the enforcement department costs Saanich in lawyers. Freedom of information records show external prosecution counsel billed the District more than $571,000 on a single bylaw file, the one against 938 Ambassador Avenue. That prosecution produced six acquittals. The two remaining convictions rest on zoning provisions repealed and replaced before the charges were sworn, and are under appeal.

That is one file. The same enforcement conduct has generated a BC Supreme Court civil action for misfeasance, a BC Human Rights Tribunal proceeding, personal claims against named officers, a provincial Registrar investigation and a Supreme Court judgment in another owner's case that found the District's inspection methodology had no evidentiary foundation. None of that exposure is disclosed as a contingent liability in the financial plan council adopts each spring. The bylaw line shows $1.6 million. The legal line shows nothing.

Plant has asked staff, on the record, what the liability would be if a homeowner's notice were lifted. He has never asked, on the record, what the liability is of the department that imposes them.

What council actually bought

Report 1970-20 promised each new officer would write 2,327 tickets a year, generating $120,000. The three officers together have never exceeded 3,000. One police commissionaire wrote 4,145 alone in 2019. The net cost of bylaw and parking enforcement was $470,300 in 2018, $644,700 in 2020 and $1,598,600 in 2025, with $1,748,100 budgeted for 2026, a year the CAO was directed to find savings. Saanich spends more than $100 to write a $50 ticket, and has never reported a single ticket count back to council.

Residents noticed. In BC Stats' Resident Pulse Survey, which reports 2021 and 2024 on the same scale, residents' rating of bylaw enforcement fell from 54 to 46 out of 100, and of building inspections and permits from 52 to 40. Only land use planning scored lower in 2024.

Three owners asked to have their notices lifted. Three were refused. Bains in 2022. An owner whose deck at 1299 Camrose Crescent had been permitted in 1969 and approved by the Board of Variance, in 2020. And the owner of 938 Ambassador Avenue in 2025.

What his lawyer told council about 938 Ambassador Avenue

On 14 July 2025 David Milojkovic, counsel for the owner, laid the whole file in front of council. From the recording:

The complaint should never have been opened. Saanich's own 2018 Bylaw Enforcement Policy, section 1.3, says complaints about secondary suites are investigated only on two separate written complaints from residents of separate dwellings within 100 metres who are not occupants of the property. There was one complaint. It came from a man who had lived in the basement of the house for four years, moved out after a falling-out, and filed it the same month. Section 1.7 says vexatious complaints will not be acted on. Saanich acted on it.

They tried to force the door before they had a warrant. A bylaw officer demanded an inspection in November 2022 and, refused, threatened criminal obstruction charges. In February 2023 two Saanich employees arrived with Saanich police and attempted to force entry. They failed.

When they came back with a warrant, a woman was hurt. In July 2023 bylaw and building officials, police and two locksmiths executed a search. Council heard that officers shoved the front door open against someone trying to close it, struck a woman inside in the face, and gave her a concussion. She was not the owner. The warrant and the search are under constitutional challenge in Provincial Court, where the court had already ruled against Saanich's attempt to have the challenge summarily dismissed.

The photos from that search are the only evidence the notice rests on. Council was told there is nothing else.

Saanich knew he had a lawyer and mailed the notice to an empty house anyway. From April 2023, and again from August 2023, Saanich had written confirmation that the owner was represented and that all communication should go through counsel. When the District decided to put a notice on his title in November 2023, it sent the report by registered and regular mail to the property. He was out of the country. Nobody told his lawyer. The registered letter came back unclaimed nine days after council voted. The owner learned his title was encumbered after the fact.

Council's Director of Legislative Services told members that these matters were "separate" and did not prevent the District exercising its authority. Councillor Phelps Bondaroff rose on a point of order to stop counsel naming the complainant or the officers. Councillor Chambers asked whether an owner out of the country should get more time. Reems, the CAO, answered: "our position is that there's been procedural fairness afforded." Nine to nothing.

The prosecution that grew from the same search has cost Saanich more than $571,000 in outside counsel and produced six acquittals.

> *"Council hired one employee and then stopped looking at him," says Christopher Caddell. "Harry Bains was invited in for a meeting and served at the counter. Four years without a review, and this is what grew in the dark. These are unlawful encumbrances Saanich chose to add, and the District holds the only key."*

Available on request: the council recordings of 3 February 2020, 28 September 2020, 3 May 2021, 10 January 2022 and 4 July 2022; the 2018 reports and adopted policy; Report 1970-20; the before-and-after text of Zoning Bylaw s. 11.2; the September 2022 evaluation motion; the November 2021 severance record; financial plan committee minutes of 2020 to 2024; FOI ticket-count and prosecution-cost records; BC Stats survey reports; financial plans 2019 to 2026; minutes for all twenty notices and all three refusals; the 23 February 2024 letter to Councillor Chambers; BOABC and Registrar correspondence; and the Kinney v. District of Saanich, 2025 BCSC 1132 reasons.

Contact: Christopher Caddell, saanichbylawreform@gmail.com. Every councillor review, the data and the archive: saanichbylawreform.com

TAB K

Letter to the Mayor and Council and the Chief Administrative Officer

September 25, 2026

25 September 2026

To the Mayor and Council of the District of Saanich, and to the Chief Administrative Officer

By email to each recipient at the District of Saanich

Every word you have spoken in open council since September 2017 has been transcribed, timestamped to the second, and indexed against every report you adopted, every minute you approved and every budget you passed. Four hundred and ninety-five meetings. One thousand three hundred and eighty hours. Twelve million words. Each of you can be searched by name, and each of you already has been.

You have not seen this archive because the District never built one. Its own search box reads agenda headings. This one reads the room. It returns, for any phrase, the meeting, the second on the recording, who the chair had just called on, and the document that was on the table when you said it. It matches your voice in one meeting to your voice in any other, so that a position taken in 2019 can be set beside its contradiction in 2021 in the time it takes to type both dates.

It was built from your own material. Nothing in it was created by anyone but you and your staff. Below is what it has already returned. You will recognise your own words. What you will not be able to do is dispute them, because the recording is yours.

What the record already shows

Mr. Reems. 28 February 2019, to Councillor Plant: ticket revenue was about $20,000 and "not going to make up hiring an additional staff person." January 2021: three officers sold on $120,000 a year in tickets. 17 September 2018, on the missing conduct standards for enforcement staff: "it hasn't been a problem." 3 May 2021, on Bylaw 9694: "no consequential changes." 14 July 2025, on an owner encumbered while abroad and uninformed: "procedural fairness afforded." 20 July 2026, to Councillor Plant: the appeal "is really to court." Council directed a report on your performance evaluation on 20 September 2022. It is not in any open agenda, minute or recording since.

Councillor Plant. You asked for the comparator ratios in 2019 and were told tickets would not pay. You asked about the conduct standards in 2018 and moved the policy without them. You asked whether 9694 made consequential changes, were told no, and moved all three readings, seconded the waiver of its hearing, and moved its adoption. You asked what the District's liability would be if a notice were lifted on 3 February 2020, 28 September 2020 and 10 January 2022. You have never asked what the enforcement department's liability is. You told Harry Bains, who never received notice of his hearing, "we have to rely on the systems that we have in place," and "for $500 this notice on title will be able to be taken away," three minutes after staff told you it required a permit, an engineer, completed work and a final inspection. On 24 February 2025 you said appeals to council were "probably a good" thing. On 14 July 2025 you seconded the refusal of one. On 20 July 2026 you named the missing appeal as a defect and said "I'm going to lend my support on it." In the chair on 6 May 2024 you stopped two residents inside a minute and told one of them what he could speak about was "for you to determine."

Councillor Chambers. 3 February 2020, seconding the first notice on title: "Mr. Barbour will realize and remember that I too once had a permit that had gone out of expiration, and I had to take down a very loved tree house." Your website credits an environmental activist with no trade certification for restoring your barn. The Development Tracker shows no permit for 4317 Blenkinsop Road. This was put to you and to the bylaw department in writing on 23 February 2024. 28 September 2020, to an owner asking to lift his notice: his letter was "very compelling." You seconded the refusal. 14 July 2025, you asked whether an owner abroad should get more time, said "I would personally, as one councillor, be willing to remove that notice," were told by the chair to wait, and voted with the eight.

Councillor Harper. 28 September 2020: "you replace a couple of stairs, well you replace three, is it four, suddenly you need a permit?" You put the owner's case better than he did and let the refusal carry. You moved the endorsement of Report 1970-20. 9-0 on 14 July 2025.

Councillor de Vries. 20 November 2023, on a notice on title: "it would be negligent not to." 9-0 on 14 July 2025.

Councillor Brice. 3 February 2020, the one resident-minded question of the night, then "I'm supporting the staff recommendation." You seconded every reading and the adoption of 9694. You seconded the notice on 938 Ambassador Avenue. 9-0.

Councillor Brownoff. "We do have to protect the district." Three notices moved in one night, 10 January 2022. 9-0.

Councillor Phelps Bondaroff. You moved the notice on 938 Ambassador Avenue on 20 November 2023 while its owner was out of the country and had not been told. You moved the motion refusing to cancel it. You rose on a point of order to stop his lawyer naming the complainant. On 6 May 2024 you raised the point of order on which a resident was stopped after fourteen seconds: "so much as we'd like to hear information from our resident, we cannot."

Councillor Westhaver. Seconded the deferral. 9-0. Asked nothing at either hearing.

Mayor Murdock. 20 November 2023: "another opportunity for that person to approach," to an empty gallery, and the motion twenty seconds later. 23 June 2025, having just heard counsel argue that council had encumbered a man's title without telling him, to the next presenter: "in fact we're interested in what you're going to say." Same night, as the CAO dictated council's motion to a councillor who could not find the words: "I think we would take that as ventriloquism." 13 August 2024, to a resident who said the words "conflict of interest": "you'll have to step away from the microphone." 16 June 2026, to a resident quoting Councillor Plant's own words back to him: "I'm going to stop you."

What the record shows as a whole

Twenty-one properties encumbered since February 2020. Three owners have asked you to lift one. You refused all three, the last 9-0, after the CAO told you procedural fairness had been afforded to a man who was never told the meeting was happening. In no instance in the archive did any of you reject a staff recommendation on a notice. In no instance did any of you ask staff what the enforcement department's own exposure is. That exposure is now more than $571,000 in outside counsel on one file that produced six acquittals, a Supreme Court finding that your Manager of Inspection Services' methodology was "conclusory and without an evidentiary foundation," an open provincial Registrar file on unqualified officers making Building Code decisions, and civil, human rights and tribunal proceedings. None of it appears in a financial plan any of you has adopted. Bylaw services satisfaction: 29%. Building services: 19%.

The service you were sold on $120,000 a year in tickets cost $644,700 in 2020 and $1,605,200 in 2025. Not one ticket count has ever come back to this table.

What happens now

Every quotation here carries a date and a time. If any is wrong, identify it by 5 p.m. on Sunday 28 September and it will be checked against the recording; if wrong, it will be corrected and published the same day with an acknowledgment. What is not identified will be published as undisputed on Monday 29 September.

You made this record. The only thing new is that it can now be read.

Christopher Caddell, 938 Ambassador Avenue. saanichbylawreform@gmail.com