

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8931

A Bylaw to regulate the use of security alarm systems

The Council of the Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as “**Security Alarm Systems Bylaw, 2022, No. 8931**”.

DEFINITIONS

2. In this Bylaw:

“**Alarm Coordinator**” means the person appointed by the RCMP to administer the provisions of this bylaw;

“**Alarm Incident**” means the activation of an Alarm System;

“**Alarm Monitoring Service**” means a person, partnership, company or other legal entity engaged in the business of monitoring the Alarm System installed at a Property and reporting Alarm Incidents to the RCMP;

“**Alarm System**” means any assembly of mechanical, electrical or electronic devices, including but not limited to, systems interconnected with a radio frequency method such as cellular or private radio signals, which emit or transmit a remote or local audible, visual or electronic signal, including a Hold Up Alarm, indicating an alarm condition and intended to summon a response from the Alarm Monitoring Service, but does not include:

- (a) an alarm that is installed in a “motor vehicle” or “motor home” as those terms are defined in the *Motor Vehicle Act*, R.S.B.C 1996, c. 318;
- (b) an alarm provided by the RCMP to a domestic violence victim for personal use; and
- (c) a fire alarm as the term defined in the “Fire Bylaw, 2021, No. 8852”;

“**City**” means The Corporation of the City of North Vancouver;

“**Contact Person**” means a person designated by the Owner or Occupier of a Property at which an Alarm System has been installed who is available to attend the Property when an Alarm Incident occurs;

“**False Alarm**” means an Alarm Incident resulting in the attendance of the RCMP at the Property where there is no apparent or actual evidence that an unauthorized entry or unlawful act has been attempted or made into, on or respecting the Property. False Alarms include but are not limited to Alarm Incidents arising from:

- (a) installation, maintenance, testing or removal of an Alarm System;
- (b) user error, atmospheric conditions, excessive vibrations or power failure;
- (c) mechanical or electrical failure of an Alarm System; or
- (d) misuse or improper operation of an Alarm System;

“False Alarm Fee” means the fee payable pursuant to section 12 of this Bylaw, as set out in the “Fees and Charges Bylaw, 1993, No. 6383”, as amended;

“Hold Up Alarm” means a silent alarm signal received from the Alarm System that is manually activated from the Property that signals a robbery is in progress;

“Occupier” means any person who has the right of access to, and responsibility for, a Property, including, without limitation, an Owner, tenant, or licensee of such Property;

“Owner” has the meaning defined in the *Community Charter*, SBC 2003, c. 26;

“Property” means any real property as defined in the *Community Charter*, SBC 2003, c. 26, including, without limitation, residential, commercial, agricultural and industrial property; and

“RCMP” means the North Vancouver detachment of the Royal Canadian Mounted Police.

RESPONSIBILITIES OF OWNERS AND OCCUPIERS

3. The Owner and all other Occupiers of a Property shall each be responsible for the proper use, installation, maintenance and operation of an Alarm System installed on or in the Property in order to prevent a False Alarm, and each shall be responsible for any False Alarm.
4. The Owner or Occupier of the Property at which an Alarm System is installed shall notify the Alarm Monitoring Service at least 30 minutes before testing or repairing the Alarm System.
5. The Owner or Occupier of a Property at which an Alarm System is installed shall provide to the Alarm Monitoring Service, in writing, the names, addresses and telephone numbers of at least three Contact Persons.
6. The Contact Persons whose names are provided pursuant to Section 5 of this Bylaw, must be persons who are:
 - (a) available to receive telephone calls from the Alarm Monitoring Service or the RCMP in the event of an Alarm Incident;
 - (b) able to attend the Property at which the Alarm Incident occurred within 30 minutes upon the request of the Alarm Monitoring Service;
 - (c) capable of providing the RCMP with access to the Property where the Alarm Incident occurred;
 - (d) capable of operating the Alarm System; and
 - (e) able to safeguard the Property.
7. The Owner or Occupier of the Property or a Contact Person shall attend the Property within 30 minutes upon the request of the Alarm Monitoring Service or the RCMP.
8. No person shall operate or use an Alarm System that, when activated, generates an audible continuous or intermittent sound for a period greater than five minutes after activation.

9. No person shall continue to operate or use an Alarm System that activates three or more False Alarms unless the Alarm System is repaired, altered or replaced and the RCMP is satisfied that the Alarm System is repaired and is in good working order.

ALARM MONITORING SERVICES

10. Prior to reporting an Alarm Incident received from an Alarm System monitored by the Alarm Monitoring Service to the RCMP, the Alarm Monitoring Service shall first attempt to verify that the Alarm Incident is not a False Alarm by attempting to contact the Owner or Occupier of the Property by telephone or other electronic means. If verification cannot be made with the Owner or Occupier, the Alarm Monitoring Service shall attempt to contact two additional Contact Persons. The Alarm Monitoring Service shall advise the RCMP of the person they have made contact with, or that they were not successful in reaching the Owner, Occupier or Contact Person.
11. Section 10 of this Bylaw does not apply to a Hold Up Alarm signal of an Alarm System.

FALSE ALARMS FEES

12. If the RCMP responds to a False Alarm, the Owner or Occupier of the Property on which the False Alarm occurred shall pay to the City the applicable fee prescribed in the "Fees and Charges Bylaw, 1993, No. 6383":

INVOICING

13. If a False Alarm Fee is payable by the Owner or Occupier of the Property, the City shall deliver an invoice to the Owner or Occupier of the Property within 60 days following the False Alarm. The Owner or Occupier of the Property shall pay the False Alarm Fee within 30 days of the date of the invoice.
14. The City may deliver an invoice personally, by registered mail, or by regular mail to a person's home address or, in the case of the Owner, to the Owner's address as recorded on the City's property assessment roll.

COST RECOVERY

15. Fees may be collected as property taxes as per section 258(1) of the *Community Charter*. If the Owner does not pay the False Alarm Fee on or before December 31st in the year in which the False Alarm Fee was incurred, the cost shall be added to, and form part of, the taxes payable on the parcel as taxes in arrears.

SEVERABILITY

16. If any section, subsection, or phrase of this Bylaw is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Bylaw as a whole or any part thereof other than the section, subsection, or phrase so declared to be invalid and it is hereby declared to be the intention of the Council of the Corporation of the City of North Vancouver that all remaining sections, subsection, or phrase of this Bylaw shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof may have been declared invalid.

REPEAL

17. "Security Alarm Systems Bylaw, 2005, No. 7639" and all amendments shall be repealed, effective as of the 1st day of July, 2022.

EFFECTIVE DATE

18. This bylaw shall be effective as of the 1st day of July, 2022.

READ a first time on the 13th day of June, 2022.

READ a second time on the 13th day of June, 2022.

READ a third time on the 13th day of June, 2022.

ADOPTED on the 20th day of June, 2022.

"Linda C. Buchanan"

MAYOR

"Karla D. Graham"

CORPORATE OFFICER