THE CORPORATION OF THE CITY OF IQALUIT

BY-LAW # 1006
AMENDMENT TO LAND ADMINISTRATION BY-LAW # 897

A By-law of the City of Iqaluit in Nunavut to amend By-law No. 897, The City of Iqaluit Land Administration By-law, pursuant to the *Cities, Towns and Villages Act*, R.S.N.W.T. 1988 (Nu), c. C-8

WHEREAS the Council of the Corporation of the City of Iqaluit has adopted a Land Administration By-law (By-law No. 897), in accordance with the *Cities, Towns and Villages Act*, and

WHEREAS Council wishes to amend the Land Administration By-law to allow for the administration of cabin licenses within the municipal boundary

NOW THEREFORE the Council of the City of Iqaluit enacts as follows:

1. Introduce a new section titled "Cabin Licenses" as drafted in Attachment 1, which shall be added and listed as section "N".
2. All subsequent sections shall be re-lettered accordingly.
3. Amend clause number ~~123~~ 128 ON by adding the following item, which delegates the administration of Cabin Licenses to the Director of Planning & Development or delegate, and Lands Administrator:

   "(f) Cabin Licenses"

4. Introduce Appendix "F" titled "Cabin License Standard and Special Clauses" as drafted in Attachment 2.

5. Introduce Appendix "G" titled "Cabin License Application Form" as drafted in Attachment 3.

6. Insert the following definition:

   "Cabin License" means a personal and revocable privilege to use lands administrable by the City, specifically for the purpose of developing and using a recreational cabin, that does not confer or vest in the licensee any title, interest or estate in the land.

7. This by-law shall come into effect on the date of its third reading.

READ a first time this 25th day of March, 2025.

Solomon Awa
Mayor

Steve England
Chief Administrative Officer

After due notice and a Public Hearing held on April 8, 2025

READ a second time this 8th day of April, 2025.

Solomon Awa
Mayor

Steve England
Chief Administrative Officer

APPROVED by the Minister of _____ this ___ day of

_____, 2025.

_____

Minister, _____

Honourable _____

READ a third and final time this ____ day of _____, 2025

_____
Solomon Awa
Mayor

_____
Steve England
Chief Administrative Officer

Attachment 1

N. CABIN LICENSES

114. The City may grant a Cabin License to authorize a person to use:

(a) Municipal Lands;

(b) Lands listed ~~an~~ in an executed delegation agreement between the Commissioner and the City in accordance with Subsection 3(1)(a) of the Commissioner's Land Act;

(c) Federal Crown Lands within the Municipal Boundary where the Municipality has successfully negotiated administrative authority.

115. The City may specify the duration, the amount to be paid to the City as set out in the City's Fees and Charges By-law, construction timelines, and other terms of the Cabin License, including conditions related to environmental protection, future development, waste management, and public safety.

116. In administering Cabin Licenses, the City shall incorporate, but is not limited to, the standard clauses outlined in Appendix "F" as conditions of any Cabin License.

117. A *Cabin License* shall grant exclusive use of a circular area with a 30-meter diameter (approximately 700 square meters), measured as a straight-line horizontal distance, centered on a fixed (x, y) coordinate.

118. A Cabin License shall be transferable after 3 years.

119. A *Cabin License* shall expire after five (5) years from the date of issuance.

120. A licensee may apply to renew a Cabin License for successive five (5)-year terms by submitting a renewal application, demonstrating compliance with all conditions, and paying the required fees as set out in the City's Fees and Charges By-law.

121. Expired Cabin Licenses will be granted a 1-year grace period for renewal. After the 1-year grace period, Council may seek removal of improvements under the Zoning By-law or auction the Cabin License.

122. License applicants must provide proof of residency in Iqaluit at the time of application or renewal.

123. A maximum of one cabin license will be issued per resident aged 19 or older to ensure fair and equitable access to cabin opportunities for all community members.

124. The City shall accept applications for Cabin Licenses in a distinct Cabin application form. Every application shall contain, at minimum:

(a) The contact information, address, legal name, and age of the applicant;

(b) The latitude (x) and longitude (y) coordinate location of the proposed cabin.

125. *Cabin Licenses* shall be evaluated for eligibility and issued on a first-come, first-served basis, subject to compliance with all applicable requirements. The following eligibility criteria shall apply:

(a) *Cabin Licenses* shall only be granted for locations within designated Cabin Zones as identified in the General Plan and Zoning By-law. Applications for sites outside these zones shall not be considered.

(b) Proposed cabin applications must conform to the requirements outlined in the General Plan and Zoning By-law. The required separation distance from other cabins shall also apply to any other active *Cabin License* areas, measured using the centroids of adjacent *Cabin License* areas, even if undeveloped.

(c) *Cabin Licenses* that are permitted as Legacy Cabins under the Zoning By-law, shall only be issued for pre-existing cabins that existed prior to the 1st Reading of the first amending General Plan By-law that introduced *Cabin Licenses*. Applicants must provide sufficient evidence, such as aerial imagery, statutory declaration, land use records, or other documentation, to demonstrate that the cabin was constructed before this date.

Attachment 2

APPENDIX "F": CABIN LICENSE STANDARD AND SPECIAL CLAUSES

Standard Clauses

1. *Garbage and Waste Management*
   Cabin sites must remain free of excessive garbage and waste. All waste must be disposed of properly and regularly in accordance with municipal and territorial regulations. Failure to manage garbage appropriately may result in penalties, including license revocation.
2. *Environment*
   The Licensee must demonstrate care for the environment and the land through minimal environmental impact and adherence to principles of stewardship. Activities must be considerate of natural resources, ecosystems, and cultural heritage, ensuring the area is preserved for future generations.
3. *Noise Control*
   Noise levels must be mindful of others and minimize disturbances to nearby cabins or natural areas.
4. *Compliance with Regulations*
   Cabin use must align with local, territorial, and federal laws, and any contraventions may result in penalties or revocation of the license.
5. *Address Signage*
   The Licensee must display City-provided address signage indicating the cabin's license number. The signage must be elevated and unobstructed.
6. *Permanent Habitation*
   Cabins may not be used for permanent habitation without explicit written permission from the Municipality.
7. *Future Development*
   The City may revoke a Cabin License by giving written notice 180-days in advance for any reason related to City development, which may include but is not limited to the expansion of infrastructure, resource extraction, or conservation.
8. *Indemnity and Assumption of Risk*
   The Licensee acknowledges and agrees that the City makes no representations or warranties regarding the suitability, safety, or environmental condition of the licensed land. The City shall not be liable for any risks, damages, or losses arising from hazardous lands, contamination, subsurface conditions, erosion, flooding, permafrost degradation, geological instability, or any other environmental or physical hazards that may affect the Cabin License area.

   The Licensee assumes all responsibility for assessing and mitigating such risks prior to and during the use of the land. The Licensee further indemnifies and holds harmless the City, its officers, employees, and agents from any claims, liabilities, damages, or costs arising from or related to the condition of the land, including but not limited to any

injuries, property damage, or financial losses resulting from environmental or natural hazards affecting the cabin or its surroundings.

9. *Restoration of Licensed Area*
   Upon the expiration, revocation with notice, termination due to violation, or destruction of the cabin by fire or similar, the Licensee shall be responsible for restoring the licensed area to its natural and original state. This includes, but is not limited to, removing all structures, debris, waste, and personal property, remediating environmental disturbances, and ensuring the site is left in a condition that does not pose a hazard or nuisance. Failure to comply with this requirement within the timeframe specified by the City may result in the City undertaking the restoration at the Licensee's expense, with any associated costs recoverable from the Licensee.
10. *Improvements*
    The City may revoke a Cabin License if the licensed area has not been improved for its intended purpose within forty-eight (48) months of license issuance. For the purposes of this clause, "improvement" shall mean the placement or construction of a cabin or other authorized structures in compliance with the terms of the license and applicable regulations. Upon revocation under this clause, the Licensee shall have no right to compensation or renewal, and the City may reassign or otherwise manage the land at its discretion.

West 40 Peninsula Legacy Clauses

1. *Fire Size Restrictions*
   Open flames are limited to designated campfire sizes. Fires are prohibited during high winds.
2. *Fire Extinguisher Requirement*
   A functioning fire extinguisher must be maintained. The extinguisher must have a valid expiration date. Proof of compliance, including the location and photo evidence of the extinguisher, must be submitted as part of the application and updated upon renewal of the license.
3. *Preservation of Fishing Resources*
   Activities must not interfere with access to or the health of sensitive fishing resources, including the nearby river.
4. *Noise and Density Control*
   Cabins must minimize noise and avoid conflicts in this high-density area with known fire history. Additional structures require explicit approval.
5. *Protection of Community Use*
   Cabins must not disrupt traditional community activities or access to public fishing areas.

End of Runway Legacy Clauses

1. *Wildlife Deterrence*
   All organic material and bird attractants must be sealed to prevent attracting gulls, ravens, or other wildlife.

2. *Fire Size Restrictions*

   Open flames are limited to designated campfire sizes. Fires are prohibited during high winds.

3. *Height Restrictions*

   Structures must not exceed 4.5 meters in height.

Apex Coastal Area Legacy Clauses

1. *Emergency Access*

   Emergency access routes must remain clear at all times.

2. *Fire Size Restrictions*

   Open flames are limited to designated campfire sizes. Fires are prohibited during high winds.

3. *Protection of Community Use*

   The Licensee and their Cabin must not disrupt traditional community activities or access to public fishing areas.

Legacy Cabin in C Zone Legacy Clauses

1. *Preservation of Community Trails*

   The Licensee and their Cabin must not disrupt the development or maintenance of current and future community-based trail networks.

2. *Protection of Community Use*

   The Licensee and their Cabin must not disrupt traditional community activities or access to public fishing areas.

Attachment 3

APPENDIX "G": CABIN LICENSE APPLICATION FORM

APPLICANT NAME	FILE NO.
EMAIL ADDRESS	PHONE NUMBER
MAILING ADDRESS	

APPLICATION TYPE ☐ NEW CABIN ☐ LEGACY CABIN ☐ RENEWAL

COORDINATES X Y ☐ SEE MAP

LEGACY CABINS ONLY

EST. DATE OF CONSTRUCTION	LEGACY ZONE
DISTANCE FROM TRAILS m	DISTANCE FROM WATER m
☐ I have attached a statutory declaration attesting to my cabin's date of construction.	

☐ I have attached at least two legible photographs of my proposed cabin area or legacy cabin.

☐ By signing, I hereby declare that the information provided in this application is true, accurate, and complete to the best of my knowledge. I understand that providing false or misleading information may result in the rejection of this application or the revocation of any license or permissions granted as a result of this application.

SIGNATURE DATE