

## TOWN OF LADYSMITH

### BYLAW NO. 2093

#### A Bylaw to regulate and licence the renting of rental units for living purposes and to prescribe standards for the maintenance of rental units.

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The Council of the Town of Ladysmith in open meeting assembled enacts as follows:

#### **Part 1: Title and Interpretation**

##### **Citation**

This Bylaw may be cited for all purposes as “Business Regulations and Licensing (Rental Units) Bylaw 2021, No. 2093”.

##### **Definitions**

1) In this bylaw:

*affordable market housing* means: housing subject to an instrument registered on the title of the property, in favour of a provincial, federal or local government, that requires the property to be bought and sold at a price that is at least 5% below market value.

*bathroom* means: a room consisting of at least one toilet, one sink and one bathtub or shower.

*bedroom* means: an area within a rental unit that is primarily intended for sleeping.

*business license* means: a business license issued pursuant to the Town’s *Business License Bylaw*.

*Business Licence Bylaw* means: “Business Licence Bylaw No. 1513, 2003”, as amended or replaced from time to time.

*emergency housing* means: a housing facility operated by a non-profit society or government agency which provides temporary emergency accommodation for individuals experiencing homelessness.

*hot water* means: water supplied from a building’s plumbing system with a minimum temperature of 45° C and a maximum temperature of 60° C.

*household* means: one or more people related by blood, marriage or a romantic or fraternal relationship.

*Inspector* means

- a) A building inspector
- b) A bylaw enforcement officer
- c) The Fire Chief or a fire inspector; or
- d) The Director of Development Services.

**“Business Regulations and Licensing (Rental Units) Bylaw 2021, No. 2093”**  
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*kitchen* means: a room consisting of at least one cooking appliance, one sink, and one refrigerator.

*"owner"* means: a person who has any legal right, title, estate or interest in a *rental unit* and shall include, without limitation, a landlord, lessor, sublessor or other person permitting the occupation of a *rental unit*, their agents, heirs, assigns, personal representatives and successors in title.

*rental unit* means: a rental unit as defined in the *Residential Tenancy Act*.

*social housing* means: a housing facility operated by a non-profit society or government agency which provides affordable or supportive housing.

*tenant* means: a tenant as defined in the *Residential Tenancy Act*.

### **Application**

- 2) This bylaw applies to all *rental units* in the Town of Ladysmith but does not apply to *social housing* or *emergency housing*.

### **Part 2: Administration and Enforcement**

#### **Administration**

- 3) The *Inspector* is authorized to administer and enforce this bylaw and to perform any other duties and exercise any other powers that may be delegated by Council.

#### **Right of Entry**

- 4) For the purposes of ensuring compliance with this bylaw or any order made under this bylaw:
  - a) the *Inspector*;
  - b) an investigator or arbitrator appointed by the Residential Tenancy Branch; and
  - c) a public health inspector appointed by the Vancouver Island Health Authority;

is authorized to enter, at all reasonable times, in accordance with section 18, residential property that is subject to this bylaw to ascertain whether the requirements of this bylaw are met. Where entering residential property, an *Inspector* shall show proper identification and shall notify the owner or occupant of the purpose of the entry.

#### **Compliance Orders**

- 5) If, in the opinion of the *Inspector*:
  - a) there is a contravention of this bylaw or an order made under this bylaw; or
  - b) a *rental unit* does not conform to the minimum maintenance standards prescribed by this bylaw,

the *Inspector* may issue an order requiring the owner to bring the *rental unit* into compliance with the provisions of this bylaw within the time specified in the notice.

- 6) Service of the order referred to in section 5 will be sufficient if the notice:
  - a) in the case of service on an individual, is served personally or mailed by prepaid registered mail to the address of the owner shown on the then current year's real property assessment

- roll for the rental property for which the order is issued; or
  - b) in the case of service on a corporation, is served personally to a director, officer or manager of the corporation or by leaving it at or mailing it by registered mail to the registered office of the corporation.
- 7) Where an *owner* has failed to comply with an order under section 5, the Council may:
- a) order an owner to bring a rental unit that contravenes Part 4 of this bylaw, into compliance with standard specified in that part, within the timeframe specified in the order; and
  - b) if an owner has failed to comply with an order under subsection (a), fulfill the requirement at the expense of the owner and recover the costs incurred from the owner as debt payable under section 17(2) and Division 14 of Part 7 of the *Community Charter*.
- 8) An owner subject to an order under section 7 of this bylaw, may apply to Council for reconsideration and shall:
- a) submit their request, in writing to the Corporate Officer; and
  - b) be given the opportunity to appear at the next available Council meeting and make submissions to Council.

#### **Severability**

- 9) In the event that any portion of this bylaw is declared to be ultra vires by a Court of competent jurisdiction, then such portion shall be deemed to be severed from the bylaw to that extent and the remainder of the bylaw shall continue in force and effect.

#### **Compliance with Other Statutes and Bylaws**

- 10) This bylaw is not intended to relieve any person from complying with any other statute, regulation or bylaw relating to building construction and repair, fire safety, tenancy or public health.

#### **Offences and Penalties**

- 11) No person shall:
- a) fail to comply with a compliance order issued by the *Inspector* under this bylaw;
  - b) obstruct or hinder the *Inspector* acting under authority of this bylaw; or
  - c) fail to comply with any other provision of this bylaw.
- 12) Every person who contravenes or violates any provision of this bylaw, or who:
- a) suffers or permits any act or thing to be done in contravention or in violation of any provision of this bylaw; or
  - b) neglects to do or refrains from doing anything required to be done by any provision of this bylaw,

commits an offence and, upon conviction, shall be liable to a minimum fine of \$10,000 and a maximum fine of \$50,000 or penalty as provided by the *Offence Act* and, where the offence is a continuing one, each day the offence continues shall be a separate offence. Where conviction is for failure to pay the required licence fee, the amount which should have been paid for the license shall be added to the penalty and shall form part of the penalty.

- 13) Each day on which a person contravenes Part 5 or Part 4 of this bylaw constitutes a separate offence, whether or not the owner subsequently complies with the bylaw in respect of the tenancy in question.
- 14) No offence is committed against Part 5 of this bylaw:
  - a) following the date on which a tenant is accommodated by the owner in accordance with Part 5 in respect of a renovation or demolition for which the tenant has previously been given notice of eviction or has previously been evicted; or
  - b) following the date on which a copy of a written withdrawal of a notice of eviction that would have contravened Part 5 is provided to the *Inspector*.

### **Part 3: Regulation and Licensing of Rental Units**

#### **Application**

- 15) This Part applies to any property that:
  - a) contains three or more *rental units*; or
  - b) provides housing for five or more tenants who are not part of the same *household*.

#### **Requirements of Rental Businesses**

- 16) No person shall rent or have available for rental any *rental unit* unless the person holds a *business license* in good standing.
- 17) Every person to which this Part applies shall:
  - a) maintain a current register containing the name and current address of every current and former tenant who has resided on the property and shall produce the register for review by the *Inspector* upon request;
  - b) provide a copy of this bylaw, at the owner's cost, to every tenant, in the format required by and with any synopses and supplemental information as may be prepared by the Director of Development Services from time to time.

### **Part 4: Maintenance and Building Standards**

#### **Application**

- 18) This Part applies to all *rental units* in the Town.

#### **Responsibilities of Owner**

- 19) Every owner of a *rental unit* is responsible for complying with this bylaw and shall not rent or offer to rent any *rental unit* that does not conform to the minimum maintenance and building standards prescribed in this bylaw.

#### **Pest Control**

- 20) All *rental units* shall be kept free of mice, rats, bed bugs, cockroaches and other vermin and from conditions which may encourage infestations of pests.

#### **Garbage**

- 21) All garbage and refuse shall be stored in proper receptacles and removed regularly and in accordance with any applicable regulations and bylaws.
- 22) Every *rental unit* shall be provided with a garbage storage facility or a sufficient number of suitable receptacles that are readily accessible to all occupants.
- 23) Every receptacle for garbage shall be made of metal or plastic, water tight, provided with a tight-fitting cover, pest proof and maintained in a clean and tidy state. Garbage bags are not acceptable garbage receptacles.
- 24) Garbage disposal facilities and receptacles shall be cleaned as often as is necessary to maintain a clean and odour free condition and in a manner that will not attract pests, create a health or other hazard or be unsightly.

### **Structural Integrity**

- 25) Buildings and their structural components, including roofs, stairs, railings, porches, deck joists, rafters, beams, columns, foundations, floors, walls and ceilings shall be maintained in good repair and in a manner that:
  - a) provides sufficient structural integrity so as to safely sustain the weight of the building or building component, as applicable, and any additional loads and influences to which it may be subjected through normal use; and
  - b) protect against damage from moisture.

### **Building Exteriors**

- 26) Exterior walls and their components shall be weather tight, in good repair, free from loose or unsecured components and shall be maintained in a manner so as to prevent or retard deterioration due to weather or infestations.
- 27) External building features including canopies, marquees, awnings, screens, cornices, projections, fire escapes, and mechanical and ventilation systems shall be maintained in good repair, properly and safely anchored, protected against deterioration and decay and, where applicable, be maintained in a safe mechanical condition.

### **Doors, Windows and Ventilation**

- 28) Exterior doors, and windows, skylights, and hatchways shall be maintained in good repair and weather tight.
- 29) Openings in exterior walls, other than doors and windows, shall be effectively protected to prevent the entry of rodents, insects or vermin.
- 30) Latching and locking devices shall be maintained in good working order and shall be provided on:
  - a) all entrances to every *rental unit*; and
  - b) all windows in every *rental unit*.
- 31) Every *rental unit* shall be provided with a means of ventilation and natural light.

- 32) All ventilation systems whether mechanical or natural, shall be maintained in good working order.
- 33) Any room with a shower or bathtub shall be provided with a window or ventilation system which shall be maintained in good operating condition.

### **Roofing**

- 34) The roof, including the flashing, fascia, soffit, and cornice shall be maintained in a weather-tight condition so as to prevent leaks into *rental units* and common areas.

### **Stairs, Balconies and Decks and Porches**

- 35) Stairways, balconies, porches, and landings shall be maintained:
- a) in a safe and clean condition;
  - b) in good repair, and
  - c) free from holes, cracks, excessive wear and warping, obstructions and similar hazards.

### **Basements**

- 36) Basement floor drains shall be maintained in good condition.
- 37) Floors in basements shall be kept dry and free from major cracks, breaks or similar conditions which would create a hazard or allow the entrance of water into the basement.

### **Floors**

- 38) Floors shall be maintained in a reasonably smooth and level condition and free of loose, warped or decayed boards, depressions, protrusions, deterioration or other defects which may create health, fire or fall hazards.
- 39) Where floors are covered, the covering shall be maintained in a safe condition.
- 40) Shower room and *bathroom* floors shall be covered with smooth moisture resistant floor finishes, and in such condition as to permit easy cleaning.

### **Walls and Ceilings**

- 41) Interior walls and ceilings shall be maintained in a clean condition, in good repair and free from holes, or loose or broken plaster that may create health, fire or accident hazards.

### **Plumbing and Plumbing Fixtures**

- 42) All plumbing, plumbing fixtures and connections to the water and sewer system, shall be maintained in good working order and repair, protected from freezing and free from leaks or other defects.
- 43) Every indoor sink, bathtub, and shower shall have an adequate supply of hot and cold running water and every toilet and toilet tank shall have an adequate supply of running water.

### **Gas Appliances and Systems**

- 44) All gas systems and appliances shall be maintained in safe working order and repair.
- 45) All systems of appliance venting shall be maintained in safe working order so as to prevent the creation of a health, explosion or fire hazard.

### **Heating**

- 46) Heating equipment shall be:
- a) maintained in a safe and working condition;
  - b) capable of safely attaining and maintaining an adequate temperature standard in all *rental units*;
  - c) capable of maintaining every room at a temperature of 22° C (72° F) measured at a point 1.5 meters (5 feet) from the floor and in the centre of the room; and
  - d) Either:
    - i) turned on in order to maintain the required temperature upon the request of any occupant of a *rental unit*; or
    - ii) controllable by any occupant of a *rental unit*.
- 47) Portable heaters or cooking appliances shall not be used as the primary heating method for a *rental unit*.

### **Electrical and Lighting Systems**

- 48) All electrical wiring and lighting equipment shall be maintained in good working order.
- 49) Adequate levels of artificial lighting shall be provided and maintained in good working order in all *rental units* and common areas.

### **Building Safety Features**

- 50) Walls, floors and roof constructions, including fire separation materials and protective closures shall be maintained so that they continue to provide the fire resistive properties and protection for which they were designed.
- 51) Fire detection, evacuation, suppression and containment equipment including sprinkler systems, fire alarms, and detection systems and other means of fire protection shall be maintained so as to remain operational and fulfill the function for which they were designed.

### **Elevators**

- 52) Elevators shall be maintained in a safe, clean condition and certified to be in good working order and in compliance with the *Safety Standards Act*.
- 53) All elevator parts and appendages, including lighting fixtures, lamps, elevator buttons, floor indicators and ventilation fans, shall be kept in good repair and operational.

### **Parking**

- 54) Parking garages and parking areas shall be used for parking vehicles and bicycles and no other purpose. Tenants shall not be required to park on the street where on-site parking is available.



### Utilities

55) No owner shall disconnect or cause to be disconnected any service or utility providing:

- a) light;
- b) heat;
- c) air conditioning;
- d) refrigeration;
- e) water;
- f) sewer;
- g) electricity;
- h) fuel; or
- i) cooking facilities,

for any *rental unit* occupied by a tenant, except in an emergency or for such reasonable period of time as may be required for the purpose of repair or replacement.

56) For the purpose of section 55, an owner is deemed to have caused utilities to be disconnected if:

- a) the owner has failed to pay utility bills;
- b) any person acting on behalf of the owner disconnects a utility service; or
- c) the disconnection is a result of a failure by the owner to perform proper building maintenance or prevent damage to the property.

### Room Sizes, Configurations and Ceiling Heights

57) The minimum ceiling height for any room used for living, sleeping, cooking and eating purposes in a *rental unit* shall be 1.95 meters over at least  $\frac{1}{2}$  the floor area. Any floor area under a ceiling less than 1.4 meters in height shall not be counted in calculating a required minimum floor area.

58) The minimum floor area of a *rental unit* shall be:

- a) nine square meters for a *rental unit* that does not contain a *kitchen* or *bathroom*;
- b) 14 square meters for a *rental unit* that contains only sleeping and living areas and a *kitchen* but no *bathroom*; and
- c) 18 square meters for a *rental unit* that contains sleeping and living areas and a *kitchen* and *bathroom*.

59) *Bedrooms* shall:

- a) have a minimum floor area of:
  - i) six square meters where a *bedroom* used by only one person; and
  - ii) four square meters per person, where a *bedroom* is used by more than one person; and
- b) shall be provided with privacy in the form of walled enclosure and door.

### Food Preparation, Storage and Cooking

60) All *rental units* must have unrestricted access to a *kitchen*.

61) Cooking, food preparation and storage is prohibited in *bedrooms*.

### Laundry Facilities

- 62) Washers, where provided, shall be installed in accordance with the manufacturer's instructions and properly connected to the drainage, electrical and water supply systems.
- a) Dryers, where provided, shall:
    - be installed in accordance with the manufacturer's instructions;
    - b) properly connected to the electrical and drainage systems; and
    - c) be properly vented to the exterior of the building, or be an approved condensing dryer that does not require ventilation.

### **Bathrooms**

- 63) All *rental units* must have unrestricted access to a *bathroom*.
- 64) *Bathroom* sinks, toilets and showers or bathtubs shall be provided at a ratio of one to ten occupants.
- 65) All showers, bathtubs and toilets shall be provided with privacy in the form of walled enclosure and door that can be locked from the inside.

### **Part 5: Renovations and Demolition**

#### **Exemptions**

- 66) This part does not apply to:
- a) any property containing fewer than three *rental units*;
  - b) any building or *rental unit*, that has been deemed, in writing, in a report by an *architect, engineer* or any governmental authority having jurisdiction that has been delivered to the Town, to be unsafe for any person to occupy the building.; or
  - c) any renovation or demolition of a building for which Council has approved a conversion to a strata under section 242 of the *Strata Property Act* as amended or replaced from time to time.
- 67) The *Inspector* may require an owner who has provided a written determination under section 66(b) to pay the City's cost in obtaining a second opinion from an architect, professional engineer or qualified consultant, on whether the implementation of the owner's plans requires the building to be renovated or vacated as the case may be.

#### **Restrictions on evictions**

- 68) An *owner* shall not evict or take any steps to evict a *tenant* from a *rental unit* for the purposes of a renovation or demolition unless the owner has:
- a) entered into a new tenancy agreement with the *tenant*, with the same terms and rent or terms and rent that are more favourable to the tenant for:
    - i) interim accommodation while the proposed work is occurring; and
    - ii) the same *rental unit* or a comparable *rental unit*, located on the same property once the proposed work is complete;
  - b) entered into a new tenancy agreement with the *tenant*, with the same terms and rent or terms and rent that are more favourable to the *tenant* for another *rental unit*; or
  - c) paid to the *tenant* an amount equal to 12 months the current rent for the rental unit plus one additional month's rent for each year the tenant has rented the rental unit

- 69) The regulation contained in section 68 is a term and condition of any business licence issued by the Town to an owner.
- 70) For clarity, section 68 does not prohibit allowable annual rent increases under Part 3 of the *Residential Tenancy Act*.
- 71) As a term and condition of an owner’s *business licence*, the Inspector may levy a one-time regulatory fee in addition to the licence fee chargeable under the *Business Licence Bylaw* on any owner who contravenes section 68, in the amount that is equal to 12 months the current rent for the rental unit plus one additional month’s rent for each year the tenant has rented the rental unit.
- 72) An owner may apply to Council for reconsideration of a levy issued to an Inspector under section 71 of this Bylaw.
- 73) The Town may refuse to renew the *business licence* of any owner who, being subject to a surcharge under section 71, has not paid the additional fee by the date on which the licence renewal is required.
- 74) For certainty, sections 68 to 73 of this Bylaw apply notwithstanding any provisions to the contrary in the *Business Licence Bylaw*.

#### **Application for Exemption**

- 75) An owner who is subject to section 68 may apply to Council for an exemption from that section in respect of the owner’s building or one or more portions of the building.
- 76) Council may grant an exemption where, in the opinion of Council the owner has provided sufficient evidence that:
- a) an alternative agreement between all *tenants* and the owner has been reached;
  - b) the renovation will add at least 20% more rental units to the property;
  - c) the renovation is being undertaken for the purpose of converting the rental unit to *social housing*;
  - d) the renovation or demolition is being undertaken for the purpose of creating an equivalent number of dwelling units that are *affordable market housing* or *social housing*;
  - e) a *tenant* has refused to sign a tenancy agreement that complies with section 68;
  - f) for a proposed renovation, the owner has provided financial statements produced by a professional accountant, stating that the annual maintenance and operating costs for the subject rental units exceed the annual rents collected by the owner for those units (the “Annual Rents”), and that the proposed renovations are projected to reduce annual maintenance and operating costs to an amount less than the Annual Rents; or
  - g) the purpose of the owner’s renovation or repair plans is to bring the building into compliance with one or more provisions of Part 4 of the Bylaw, or another enactment respecting health or safety, and the renovation or repair plans cannot be safely implemented unless the building or portion is vacated.

- 77) An application under section 76(g) must be accompanied by a certification by an architect, professional engineer or qualified building code consultant that certifies that, after due consideration of all practical alternative approaches to the work, the implementation of the owner's renovation or repair plans requires that the owner's building be vacated in whole or in part.
- 78) Council may require an owner who has provided a certification under section 77 to pay the Town's cost in obtaining a second opinion from an architect, professional engineer or qualified building code consultant, as the case may be, on whether the implementation of the owner's plans requires that the owner's building or portion of the building be vacated.
- 79) Prior to considering an exemption under section 76:
- a) written notice to the *tenants* and *owner* shall be provided; and
  - b) Council shall provide an opportunity for both the *tenants* and the *owner* to be heard and make written submissions to Council.
- 80) A notice under section 79:
- a) must state the following:
    - i) the time, date, and place where the matter will be in front of Council;
    - ii) if the matter is in front of Council using electronic or other communication facilities, the way in which the meeting is to be conducted by those means; and
  - b) be mailed or otherwise delivered at least 10 days before the meeting to the owner and *tenants*.
- 81) Council may, in approving an application for an exemption under subsections 76(b), (c) or (d), impose conditions related to:
- a) the timing of renovations, demolitions, construction and related approvals; and
  - b) the dates by which a rental unit must be vacated.
- 82) Council may, in approving an application for an exemption under subsections 76(e), (f), or (g) impose conditions related to:
- a) tenant compensation
  - b) how tenant compensation shall be paid;
  - c) the temporary accommodation of *tenants* during the renovation or repair, including location of temporary accommodation;
  - d) rents payable during periods of temporary accommodation; and
  - e) the timeframe in which renovations must be completed.
- 83) In imposing conditions under sections 81 and 82, Council must consider:
- a) The timing of renovations, construction demolition and evictions;
  - b) the amount of time the proposed renovations are to take;
  - c) the amount of rent payable at the time of application; and
  - d) market rents and vacancy rates in the Town for similar units at the time of application.

READ A FIRST TIME on the	7 <sup>th</sup> day of	December,	2021
READ A SECOND TIME on the	7 <sup>th</sup> day of	December,	2021
READ A THIRD TIME on the	7 <sup>th</sup> day of	December,	2021
PUBLIC HEARING HELD on the	21 <sup>st</sup> day of	December,	2021
ADOPTED on the	21 <sup>st</sup> day of	December,	2021



  
\_\_\_\_\_  
Mayor (A. Stone)

  
\_\_\_\_\_  
Corporate Officer (D. Smith)