



To: Community Safety Committee

Date: November 2, 2006

From: Colleen Burke
Staff Solicitor

File: 12-8060-20-8159/Vol 01

Re: Rental Premises Standards of Maintenance Bylaw No 8159

Staff Recommendation

That the Rental Premises Standards of Maintenance Bylaw No. 8159 be introduced and given first, second and third reading.

Colleen Burke
Staff Solicitor
(4693)

Att. 1

FOR ORIGINATING DEPARTMENT USE ONLY								
ROUTED TO:		CONCURRENCE		CONCURRENCE OF GENERAL MANAGER				
Community Bylaws	Y	<input checked="" type="checkbox"/>	N					
Building Approvals	Y	<input checked="" type="checkbox"/>	N					
Facilities Management	Y	<input checked="" type="checkbox"/>	N					
REVIEWED BY TAG	YES	<input checked="" type="checkbox"/>	NO	REVIEWED BY CAO (ACTING)	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>

Staff Report

Origin

At the General Purposes Committee meeting of September 18, 2006, a motion was carried that staff be instructed to prepare a bylaw to establish minimum housing standards for rental housing, which would prohibit a landlord from disconnecting heat, light and water from those units which include these utilities as part of the monthly rental payment. The bylaw attached to this report has been prepared in accordance with Council's instruction.

The bylaw provides that the owner of a residential premise must ensure that the rental units on the premises at all times conform to the minimum maintenance standards prescribed in the bylaw.

Standards are set out for the provision of water, heat, light and utilities. Tenants are to be provided with a continuous and adequate supply of hot and cold water. Heat is to be available to a minimum of 22 degrees Celsius (72 degrees Fahrenheit). Light is to be provided at certain minimum levels adequate to permit the use of the premises for living accommodation. An owner is permitted to interrupt a service or utility only during the time required for repairing, replacing or altering the service or utility. With regard to the provision of the utilities, if the tenant fails to pay for the utilities and as a result the utility is disconnected, there will be no recourse against the owner.

The bylaw is proposed to be administered through building approvals. The Building Inspector is provided with the power to provide written notice to an owner to comply with the requirements of the bylaw. A penalty provision of \$10,000 along with possible imprisonment is included. Each day that the bylaw is violated will constitute a separate offence.

Financial Impact

After six months of implementation, the financial impact in terms of resources dedicated to the enforcement and fines obtained will be assessed and if additional resources required a further report will be made to Council.

Conclusion

That Council introduce and give the Rental Premises Standards of Maintenance Bylaw No. 8159 first, second and third reading.



Colleen Burke
Solicitor
(4693)

CB:lm



Rental Premises Standards of Maintenance Bylaw No. 8159

The Council of the City of Richmond enacts as follows:

PART 1 - OWNER'S DUTIES AND OBLIGATIONS

- 1.1 An **owner** of **rental premises** must not use, permit the use of, lease, rent or offer to lease or rent any **rental unit** that does not at all times conform to the minimum maintenance standards for **rental premises** prescribed in this bylaw.
- 1.2 An **owner** of **rental premises** shall maintain it in accordance with the requirements and standards prescribed in this bylaw.
- 1.3 Without limiting Sections 1.1 and 1.2, the **owner** of every **rental premises** shall be responsible to ensure that all minimum maintenance standards and requirements of this bylaw are maintained, provided and carried out in a timely manner, and that the mandatory requirements of Part 2 of this bylaw are complied with.

PART 2 - PROVISION OF SERVICES AND UTILITIES

2.1 Water

- 2.1.1 Every hand basin, bathtub, shower and sink in a **rental unit** shall, at all times when occupied by a **tenant**, be provided with a continuous and adequate supply of hot and cold running water, and every toilet and toilet tank shall have an adequate supply of running water.
- 2.1.2 Hot water shall be supplied to a **Rental Unit** at a minimum temperature of 45 °C (113 °F).

2.2 Heat

- 2.2.1 Furnaces and other heating equipment installed within a **rental premises** must be capable of continuously maintaining each room in every **rental unit** within the **rental premises** at a minimum 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.
- 2.2.2 At the request of any **tenant** of a **rental unit**, the **owner** of the **rental premises** must, without unreasonable delay, provide sufficient heat to the **tenant's rental unit** to meet the minimum temperature standard prescribed in subsection 2.2.1

2.3 Light

2.3.1 Adequate levels of artificial lighting shall be maintained in good working order at all times as follows:

<u>Room or Space</u>	<u>Minimum Foot Candles *</u>
(a) stairway, hall, passageway, sanitary facilities	10
(b) service room	20
(c) laundry room	20
(d) recreation or lounge room	10
(e) residential room	10
(f) kitchen, kitchen alcove and kitchen area	30
(g) task areas, personal grooming areas, reading areas	50

*Measured at a point one (1) meter above the floor, except for space item (g) which shall be measured at task level.

2.4 Mandatory Provision of Services and Utilities

2.4.1 No **owner**, nor anyone acting on the **owner's** behalf, shall discontinue, disconnect, shut off or remove, or cause to be discontinued, disconnected, shut off or removed, any service or utility providing light, heat, air conditioning, refrigeration, water or cooking facilities for any **rental unit** occupied by a **tenant**, except for such reasonable period of time as may be required for the purpose of repairing, replacing, or altering the service or utility.

2.4.2 Despite subsection 2.4.1, if a **tenant** fails to pay service or utility rates or fees and, as a result of the non-payment, the service or utility is discontinued, disconnected, shut-off or removed, the **tenant** shall be deemed to have caused the discontinuance, disconnection, shutting off or removal of the service or utility.

PART 3 - INTERPRETATION

3.1 In this bylaw:

BUILDING means any structure used, designed or intended for the support, enclosure, shelter or protection of persons or property.

BUILDING INSPECTOR means a **person** who has been assigned the responsibility for administering **City** bylaws enacted to regulate the construction, alteration, repair or demolition of **buildings** and structures, or their designate.

CITY means the City of Richmond.

COUNCIL	means the City Council of the City of Richmond.
DWELLING UNIT	means one or more self-contained rooms provided with sleeping, cooking and sanitary facilities intended for domestic use, and used or intended to be used permanently or semi-permanently as a residence.
HOUSEKEEPING UNIT	means a sleeping unit containing a sink and cooking facility.
OWNER	means a person who has any legal right, title, estate or interest in a rental premises and shall include, without limitation, the registered owner , a landlord, lessor, sublessor or other person permitting the occupation of a rental unit and their agents, heirs, assigns, personal representatives and successors in title.
PERSON	includes a corporation, partnership or party and the personal or other legal representatives of a person to whom the context can apply according to law.
RENTAL PREMISES	includes: <ul style="list-style-type: none">(a) a rental unit;(b) a building or related group of buildings in which one or more rental units are located;(c) the parcel or parcels of real property on which a building or related group of buildings containing one or more rental units are located.
RENTAL UNIT	means a residential living accommodation of any kind rented or intended to be rented to a tenant under a tenancy agreement and includes, without limitation, a dwelling unit , a sleeping unit or a housekeeping unit .
REPAIR	includes replacing, making additions or alterations or taking action required for the rental premises to conform to the standards prescribed by this bylaw.
SANITARY FACILITIES	means any toilet and toilet tank, urinal, bathtub, shower or hand basin.
SLEEPING UNIT	means one or more rooms equipped to be used for sleeping and sitting purposes only, with no cooking or sanitary facilities .

TENANCY AGREEMENT

means an agreement, whether written or oral, express or implied, between a landlord and **tenant** respecting possession of a **rental unit**, use of common areas of a **rental premises** and services and facilities, and includes a licence to occupy a **rental unit**.

TENANT

means a person or persons who have the right of exclusive possession of a **rental unit** and includes:

- (a) the estate of a deceased **tenant**; and
- (b) when the context requires, a former or prospective **tenant**.

- 3.2 Unless otherwise defined or the context otherwise requires, all words and phrases in this bylaw shall be construed in accordance with the meaning assigned to them by the *Community Charter*, the *Local Government Act* and the *Interpretation Act*, as the context and circumstances may require.

PART 4 - APPLICATION

- 4.1 This bylaw applies to all **rental premises** in the City of Richmond.

PART 5 - ADMINISTRATION AND ENFORCEMENT**5.1 Responsibility for Administration**

- 5.1.1 The **Building Inspector** is authorized to administer this bylaw.

5.2 Building Inspector's Right of Entry

- 5.2.1 The **Building Inspector** is authorized to enter, at all reasonable times on any property that is subject to this bylaw to ascertain whether the requirements of this bylaw are met. The **Building Inspector** shall, on request, show proper identification.

5.3 Notice to Comply by Bylaw Standards

- 5.3.1 The **Building Inspector** may direct an **owner** whose **rental premises** fails to meet the requirements of this bylaw to remedy the non-compliance within the time stated by the **Building Inspector** in a written notice to comply delivered to the **owner**.

5.4 Penalties

5.4.1 Every **person** that contravenes any provision of this bylaw or who suffers or permits any act or thing to be done in contravention or in violation of any provision of this bylaw, or who neglects to do or refrains from doing anything required to be done by any provision of this bylaw, commits an offence punishable upon conviction in a prosecution under the *Offence Act* and is liable to a maximum fine of up to \$10,000.00 and imprisonment for not more than 6 months.

5.5 Severability

5.5.1 In the event that any portion of this bylaw is declared *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.

5.6 Compliance With Other Bylaws

5.6.1 Compliance with this bylaw does not excuse an **owner** or any **person** from the requirement to comply with all other municipal bylaws and regulations.

PART 6 – BYLAW CITATION

6.1 This Bylaw is cited as “**Rental Premises Standards Of Maintenance Bylaw No. 8159**”.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED as to form by Solicitor

MAYOR

CORPORATE OFFICER