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## 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.

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

**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 to 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

NOV 27 2006

SECOND READING

NOV 27 2006

THIRD READING

NOV 27 2006

ADOPTED

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER