

CITY OF TERRACE

BYLAW NO. 2017 – 2013

“A BYLAW TO REGULATE AND IMPOSE REQUIREMENTS FOR THE STANDARDS OF MAINTENANCE FOR RESIDENTIAL RENTAL PREMISES.”

WHEREAS Section 8(3)(l) of the Community Charter authorizes that a council may, by bylaw, regulate and impose requirements in relation to buildings and other structures.

AND WHEREAS Section 53(2)(d) of the Community Charter grants a council authority in relation to a building or other structure to ensure the health, safety or protection of persons and property.

NOW THEREFORE the Council of the City of Terrace, in open meeting assembled, enacts as follows:

1.0 DEFINITIONS

In this bylaw, unless the context otherwise requires, each of the following words has the meaning set out below:

- 1.1 *“Building” means any structure used, designed or intended for the support, enclosure, shelter or protection of persons or property.*
- 1.2 *“Building Envelope” means the physical separator between the interior and the exterior environments of a building. It serves as the outer shell to help maintain the indoor environment (together with the mechanical conditioning system) and facilitate its climate control.*
- 1.3 *“Building Official” includes Building Inspectors, Plan Checkers and Plumbing Inspectors employed, appointed or contracted by the City of Terrace in these capacities.*
- 1.4 *“City” means the Corporation of the City of Terrace.*
- 1.5 *“Council” means the City Council of the City of Terrace.*
- 1.6 *“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.

- 1.7 *“Housekeeping Unit” means a sleeping unit containing a sink and cooking facility.*
- 1.8 *“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.*
- 1.9 *“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.*
- 1.10 *“Rental Premises” includes:*
- (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.*
- 1.11 *“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.*
- 1.12 *“Repair” includes replacing, making additions or alterations or taking action required for the rental premises to conform to the standards prescribed by this bylaw.*
- 1.13 *“Sanitary Facilities” means any toilet and toilet tank, urinal, bathtub, shower or hand basin and connecting piping.*
- 1.14 *“Sleeping Unit” means one or more rooms equipped to be used for sleeping and sitting purposes only, with no cooking or sanitary facilities.*

- 1.15 *“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 license to occupy a rental unit.*
- 1.16 *“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.*
- 1.17 *“Ventilation System” means the equipment or design of construction installed to facilitate the changing or replacing of air in any space to control temperature or remove any combination of moisture, odors, smoke, heat, dust, airborne bacteria, or carbon dioxide, and to replenish oxygen. Conditioning includes both the exchange of air with the outside as well as circulation of air within the building.*

2.0 OWNER’S DUTIES AND OBLIGATIONS

- 2.1 *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.*
- 2.2 *An owner of rental premises shall maintain it in accordance with the requirements and standards prescribed in this bylaw.*
- 2.3 *Without limiting Sections 2.1 and 2.2 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 3.0 of this bylaw are complied with.*

3.0 PROVISION OF SERVICES AND UTILITIES

3.1 Water

- 3.1.1 *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.*

3.1.2 Hot water shall be supplied to a Rental Unit at a minimum temperature of 45° C (113°F).

3.2 Heat

3.2.1 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.

3.2.2 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 3.2.1.

3.3 Light

3.3.1 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.

3.4 Prevention of Moisture Causing Conditions

3.4.1 Ensure all ventilation systems contained in the approved construction are maintained and functioning in good working condition.

3.4.2 Maintain the building envelope to prevent the accumulation of moisture in the walls or drafts through the wall system.

3.5 Mandatory Provision of Services and Utilities

3.5.1 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, 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.

3.5.2 Despite subsection 3.5.1, 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.

4.0 APPLICATION

4.1 This bylaw applies to all residential rental premises located within the City of Terrace.

5.0 ADMINISTRATION AND ENFORCEMENT

5.1 Responsibility for Administration

5.1.1 The Building Official is authorized to administer this bylaw.

5.2 Building Officials Right of Entry

5.2.1 The Building Official 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 Official shall, on request, show proper identification.

5.3 Notice to Comply to Bylaw Standards

5.3.1 The Building Official 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 Official 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 fine not exceeding \$2,000 and the costs of prosecution.

5.4.2 Each day that a violation of this Bylaw is continued, or caused or allowed to continue, constitutes a separate fineable offence.

5.6 Severability

5.6.1 *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.*

5.7 Compliance with Other Bylaws

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

6.0 BYLAW TITLE

6.1 *This Bylaw is cited, for all purposes, as “Standards of Maintenance for Residential Rental Premises Bylaw No. 2017–2013”.*

READ a first time this 10th day of June, 2013.

READ a second time this 10th day of June, 2013.

READ a third time this 10th day of June, 2013.

ADOPTED this 24th day of June, 2013.

Deputy Mayor

Clerk