

THE CORPORATION OF THE CITY OF VERNON

BYLAW NUMBER 5120

A bylaw for prescribing standards for the  
maintenance of rental units or residential  
properties governed by a tenancy agreement.

WHEREAS the Council may by bylaw regulate the maintenance of rental units and residential properties that are subject to a tenancy agreement in order to ensure health and safety within and around the property;

AND WHEREAS, THE CITY OF VERNON deems it to be in the public interest to establish such measures;

NOW THEREFORE, the Council of the City of Vernon enacts as follows:

**TITLE**

1. This bylaw may be cited as "Rental Unit Standard Of Maintenance Bylaw Number 5120, 2008".

**DEFINITIONS**

2. In this Bylaw:

**“Building”**

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

**“Building Inspector or 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 and may include a Bylaw Enforcement Officer.

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**“City”**

means the Corporation of the City of Vernon.

**“Council”**

means the City Council of the City of Vernon.

**“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.

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**“Residential Property “**

means:

- (a) a building, a part of a building or a related group of buildings, in which one or more rental units or common areas are located,

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- (b) the parcel or parcels on which the building, related group of buildings or common areas are located,
- (c) the rental unit and common areas, and
- (d) any other structure located on the parcel or parcels;

**“Rental Unit “**

means living accommodation rented or intended to be rented to a tenant;

**“Repair”**

includes replacing, making additions or alterations or taking action required for the residential property to conform to 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 residential property 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.

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- 2.1 Unless otherwise defined 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*.

**SEVERABILITY**

3. If any section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this bylaw.

**ADMINISTRATIVE DIRECTIONS**

4. Words defining the responsibilities and authority of the Inspector shall be construed to be an internal administrative direction and should not be construed as creating a duty.

**CAUSE OF ACTION**

5. Neither the failure to make inspections, administer, enforce, any errors, omissions, neglect, incomplete or inadequate inspections, administration or enforcement of this bylaw shall give cause of action in favour of any person.

**DUTIES AND RESPONSIBILITY**

- 6.1 An owner of a residential property 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 prescribed in this bylaw.
- 6.2 An owner of a rental unit shall maintain it in accordance with the requirements and standards prescribed in this bylaw.
- 6.3 Without limiting 6.1 and 6.2, the owner of every rental unit shall 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 7 of this bylaw are complied with.

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- 6.4 No person shall prevent or obstruct any Inspector from carrying out the Inspector's powers and duties under this bylaw.
- 6.5 The Inspector is authorized entry on any real property that is subject to this Bylaw in accordance with s. 16 of the Community Charter.

**PROVISION OF SERVICES AND UTILITIES**

**7.1 Water & Sanitation**

- 7.1.1 All plumbing in a residential property or rental unit, including plumbing fixtures, drains, vents, water pipes, water closets and connecting lines to the water and sewer system, shall be maintained in good working order and repair, free from leaks or other defects and protected from freezing.
- 7.1.2 Every room in a residential property or rental unit containing a toilet shall have a hand basin located in the room, or in an immediately adjoining room.
- 7.1.3 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.
- 7.1.4 Hot water shall be supplied to a rental unit at a minimum temperature of 45 degrees Celsius (113 degrees Fahrenheit).

**7.2 Heat**

- 7.2.1 Furnaces and other heating equipment installed within a residential property or rental unit must be capable of continuously maintaining each room in every rental unit within the rental premises at a minimum temperature of 22

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degrees Celsius (72 degrees Fahrenheit), measured at a point 1.5 meters (5 ft.) from the floor and in the centre of the room.

7.2.2 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 7.2.1.

**7.3 Light**

7.3.1 Adequate levels of artificial lighting in a residential property or rental unit shall be maintained in good working order at all times as follows:

| <u>Room or Space</u>                          | <u>Minimum Lux</u> |
|---|--------------------|
| (a) stairway, hall, passageway, bathroom      | 108                |
| (b) service room                              | 215                |
| (c) laundry room                              | 215                |
| (d) recreation or lounge room                 | 108                |
| (e) residential room                          | 108                |
| (f) kitchen, kitchen alcove, kitchen area     | 323                |
| (g) task, personal grooming, or reading areas | 538                |

7.3.2 The measurements under section 7.3.1 is to be measured at a point one (1) meter above the floor, except for 7.3.1 (g) which shall be measured at task level.

7.3.3 Electrical outlets, switches and light fixtures shall be maintained in good working condition so as to provide safe electrical access points in order to provide indicated levels of artificial light.

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**7.4 Egress**

7.4.1 Every rental unit shall have continuous and unobstructed exit from the interior of the building to the exterior ground levels.

**7.5 Security**

7.5.1 Every external door, window or skylight or other means of access to a rental unit, must be affixed with a means to secure the external access from entry.

**MANDATORY PROVISION OF SERVICES AND UTILITIES**

8.1 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, except for such reasonable periods of time as may be expected for the purpose of repairing, replacing, or altering the service or utility.

8.2 Despite subsection 8.1, 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.

**ADMINISTRATION AND ENFORCEMENT**

9.1 The Building Inspector is authorized to administer this bylaw.

9.2 The Building Inspector is authorized to enter, at all reasonable times on a 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.

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**NOTICE TO COMPLY TO BYLAW STANDARDS**

10.1 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.

Each written notice shall:

- (a) be delivered to the owner in the manner prescribed within section 10.3 and in the manner described in 10.2;
- (b) describe the real property by
  - (i) name of owner,
  - (ii) Municipal address or location, and
  - (iii) legal description;
- (c) state that the real property fails to conform to the standards prescribed in this Bylaw;
- (d) give reasonable particulars of the repairs or other actions required; and,
- (e) state a reasonable time within which the repairs or other actions are to be completed from the date of service of the notice.

10.2 Delivery of the notice to comply may be done personally or by registered mail.

10.3 A copy of the notice to comply shall be delivered to both the owner of the real property or the owner's agent, and if the real property is not occupied by the owner, to the occupier of the real property.



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**PENALTIES**

11.1 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, and to a minimum fine of \$500.00

**COMPLIANCE WITH OTHER BYLAWS**

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

READ A FIRST TIME this 11<sup>th</sup> day of February, 2008

READ A SECOND TIME this 11<sup>th</sup> day of February, 2008

READ A THIRD TIME this 11<sup>th</sup> day of February, 2008

ADOPTED this 25<sup>th</sup> day of February, 2008

“Wayne Lippert”  
Mayor

“Patti Bridal”  
City Clerk