

CITY OF PRINCE RUPERT

**BUSINESS REGULATIONS & LICENSING BYLAW NO. 3476, 2021**

**A BYLAW TO REGULATE AND LICENCE THE LETTING OF ROOMS FOR LIVING PURPOSES AND TO PRESCRIBE STANDARDS FOR THE MAINTENANCE OF RESIDENTIAL PROPERTY AND RENTAL UNITS.**

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## PART 1 – TITLE AND INTERPRETATION

WHEREAS the Local Government Act authorizes a local government to regulate and prohibit in relation to business; and

WHEREAS the City is experiencing a serious shortage of affordable market rental residential accommodation; and

WHEREAS the shortage of rental residential accommodation in the City is being exacerbated by the eviction of residential tenants from their homes to enable building owners to renovate their buildings and increase rents; and

WHEREAS the renovation of residential buildings can usually be approached by performing renovations on a suite by suite or floor by floor basis as suites or floors become vacant in the normal course of business;

WHEREAS the Council has given notice of this bylaw to persons who consider themselves affected by the bylaw, by publishing a newspaper notice, posting a notice at the public notice posting place and providing a notice on the City's website, and has provided an opportunity to make written representations to the Council;

NOW THEREFORE THE CITY COUNCIL of the Corporation of the City of Prince Rupert in open meeting assembled ENACTS AS FOLLOWS:

### 1. Title

- a) This Bylaw may be cited for all purposes as "Business Regulations and Licensing (Rental Units) Bylaw No. 3476, 2021."

### 2. Definitions

- a) In this bylaw:

**"Bathroom"** means a room consisting of not less than one toilet, one wash basin and one bathtub or shower;

**"Bedding"** means sheets, blankets, pillows and pillow cases;

**"Building"** means any structure designed or intended for the support, enclosure, shelter or protection of persons or property;

**"Building Inspector"** means a person designated to hold that position for the City or a person appointed to act in the place of the Building Inspector;

**"City"** means the Corporation of the City of Prince Rupert;

**"Community kitchen"** means a room not part of a dwelling unit or housekeeping unit and designed or intended for the use of the preparation of food;

**"Council"** means the City Council of the Corporation of the City of Prince Rupert.

**"Dwelling unit"** means one or more habitable rooms designed, occupied or intended for use, including occupancy, by one or more persons as an independent and separate

residence in which a facility for cooking, sleeping facilities and a bathroom are provided for the exclusive use of such person or persons;

**“Excessive nuisance abatement fees”** include the following costs and expenses incurred while responding to a nuisance service call or abating nuisance conduct, activity or condition:

- I. Pro-rata cost of police and City staff salaries, including all fringe benefits;
- II. Pro-rata cost of using police, fire and City equipment and vehicles;
- III. Pro-rata administration costs incurred by the City in responding to a nuisance service call or abating a nuisance;
- IV. The pro-rata cost of police dogs assisting police officers;
- V. The cost of repairs to damaged City equipment, vehicles or property; and,
- VI. The cost of providing medical treatment for injured police officers and City officials.

**“Facility for cooking”** means any equipment, device or appliance used to heat or cook food, or any combination thereof, and includes the arrangement of service lines which provide the energy source being used or intended to be used to service such facility.

**“Housekeeping unit”** means one or more habitable rooms containing therein facilities for cooking and a sink but no other sanitary facilities;

**“Inspector”** means the Chief License Inspector of the City appointed from time to time by Council or their designate, the senior building inspector, a bylaw officer and any public health inspector authorized by the Health Authority to assist in the administration and enforcement of this bylaw;

**“Licence”** means a licence issued under this bylaw unless otherwise described.

**“Owner”**

**“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 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 the standards prescribed by this bylaw;

**“Residential property”** means:

- I. A building, or related group of buildings, in which one or more rental units or common areas are located;
- II. The parcel or parcels on which the building, related group of buildings or common areas are located;
- III. The rental unit and common areas; or,
- IV. Any other structure located on the parcel or parcels.

**“Sanitary facilities”** means any toilet and toilet tank, urinal, bathtub, shower or hand basin;

**“Single detached dwelling unit”** means a Single-Family Dwelling or Two-Family Dwelling as defined in the City of Prince Rupert Zoning Bylaw No. 3462, as amended from time to time.

**“Sleeping unit”** means one or more habitable rooms equipped to be used for sleeping and sitting purposes only;

**“Tenancy agreement”** means an agreement, whether written or oral, express or implied, between a landlord and tenant respecting possession of a rental unit, for use of common areas 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:

- I. The estate of a deceased tenant; and,
  - II. When the context requires, a former or prospective tenant.
- b) 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.
- c) A reference to a statute or regulation in this bylaw refers to an enactment of British Columbia unless otherwise indicated, and any reference to a statute, regulation, code or bylaw refers to that enactment as amended or replaced from time to time.

### **3. Application of The Bylaw**

- a) This bylaw applies to all owners of residential rental property in the City except as otherwise stated.

## **PART 2 – ADMINISTRATION AND ENFORCEMENT**

### **4. Administration**

- a) The Inspector is authorized to administer and enforce this bylaw.

### **5. Right of Entry**

- a) For the purposes of ensuring compliance with this bylaw or any order made under this bylaw, the Inspector and Building Inspector are authorized to enter, at all reasonable times, on residential property that is subject to this bylaw to ascertain whether the requirements of this bylaw are met. Where entering residential property, the Building Inspector or Inspector will show proper identification and will notify the owner or occupant of the purpose of the entry.

## 6. Compliance Orders

- a) If the Inspector is of the opinion that there is a contravention of this bylaw or an order made under this bylaw or that a rental unit or residential property does not conform to the minimum maintenance standards prescribed by this bylaw, the Inspector may issue an order requiring that the owner bring the residential property or rental unit into compliance with the provisions of this bylaw within the time specified in the notice.
- b) Service of the order referred to in paragraph 6(1) is deemed sufficient if the notice:
  - i. 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 residential property for which the order is issued; and,
  - ii. In the case of service on a corporation, is served personally on 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.
- c) A person must not:
  - i. fail to comply with a compliance order issued by the Inspector under this bylaw; or
  - ii. obstruct or hinder the Inspector or Building Inspector acting under authority of this bylaw.

## 7. Severability

- a) 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.

## 8. Compliance with Other Statutes and Bylaws

- a) 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 or public health.

## 9. Offence and Penalty

- a) Every person who contravenes or violates 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 and, where the offence is a continuing one, each day the offence continues shall be a separate offence.
- b) A person found guilty of committing an offence under this bylaw is liable:
  - i. if a ticket is issued under the *City of Prince Rupert Ticket Information Bylaw No. 2783, 1992*, to pay a maximum fine established under that Bylaw;
  - ii. if proceedings are brought under the *Offence Act*, to pay a minimum fine of \$2,000 and a maximum fine of \$50,000

## **PART 3 – REGULATION AND LICENSING OF RENTAL UNITS**

### **10. Exemption**

This Section (section 10) does not apply to Single Family Dwelling Units, Two Family Dwelling Units or the secondary suites (if any) of those units.

### **11. Licence Required**

Unless exempted under paragraph 10, no person shall rent or have available for rental any rental unit unless:

- a) An application for a licence has been made to the Inspector on a form approved by the Inspector;
- b) The licence fee prescribed in Appendix B, has been paid; and,
- c) A license under this bylaw has been issued by the Inspector.

### **12. Application Process**

Every application for a licence shall be signed by the applicant and shall contain the following information relating to each rental unit for which application is made:

- a) The street address;
- b) The number of rooms;
- c) A full description of the rental unit; and,
- d) Other information as may be required by the inspector.

### **13. Posting of Licence**

- a) Every person issued a licence under this bylaw shall post a copy of the license in a conspicuous place on every residential property in respect of which it is issued.

### **14. Term of Licence**

- a) Every licence under this bylaw shall be issued annually so as to take effect on the first day of January and to terminate on the 31<sup>st</sup> day of December in each year.

### **15. Transfer of Licence**

- a) Any person wishing to transfer a license, or part interest in a license, shall make an application in every respect the same as that required to obtain an initial license, and the powers, conditions, requirements, fees and procedures relating to the granting and refusal of a licence and appeals therefrom, shall apply to such transfer application.

### **16. Licensing Authority: Granting, Refusal and Suspension of Licences**

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

- b) The Chief Licence Inspector of the City or a person appointed as their deputy may grant, refuse, renew or suspend a licence, and impose terms and conditions upon the granting of a licence or reinstatement of a suspended licence in accordance with this Part.
- c) The Inspector may grant a Business Licence if the Inspector is satisfied that the applicant has fulfilled the requirements of this bylaw and that all Licence fees, and any outstanding fees or fines owed to the City in relation to the Business, or any other Business operated by the same applicant, have been paid.
- d) The Chief License Inspector may, by written notice, refuse to issue a Licence, or may suspend a licence that has been issued, if the Inspector considers the applicant or licence holder, as applicable, has not complied with this or another applicable bylaw of the City or enactment of the Province or Canada, or for another reasonable cause stated in the notice.
  - i. In the event of a refusal, the applicant may, within 10 business days of the Inspector's decision, contact the Corporate Officer of the City to arrange for reconsideration by Council and provide reasons in writing as to why the applicant believes the refusal is unreasonable.
  - ii. In refusing an application for a licence, the Inspector will advise applicants of their right to reconsideration by Council within the time period set out in subparagraph i. .
- e) On issuing a notice of suspension under paragraph (d), the inspector will allow at least 2 business days for the licence holder to contact the City's Licensing (Building) Department to propose potential solutions before the intent to issue a suspension is acted upon.
- f) A notice of suspension of a licence is deemed to be delivered if sent by the Chief License (Building) Inspector:
  - i. by delivery through Canada Post, on the 4th business day after it is mailed;
  - ii. by email to the email address provided on the licence application, on the first business day after it is sent;
  - iii. by personal delivery or by courier by 3 p.m. to the registered or records office of the applicant, or to the office address provided on the licence application, on that day; or
    - i. if the Inspector or Building Inspector has posted the notice by 12 noon at the premises for which the licence was issued, on that day. A person must not remove, cover or alter any such posted notice until the licence is reinstated or the business ceases to occupy the premises.
- g) On receiving a request for reconsideration of a decision of the Chief License Inspector to refuse or suspend a licence, the Corporate Officer for the City will arrange for the applicant or license holder, as applicable, to have an opportunity to be heard by Council at the next available meeting of Council. Submissions heard by Council may be in writing or in person, as arranged in advance with the Corporate Officer. In addition to notice and reasons of the Chief License Official in relation to the decision to refuse or suspend, and submissions from the applicant or licence holder, Council may consider any other source of information it considers relevant to the matter; and following reconsideration, may



confirm, modify or cancel the decision of the Chief License Inspector, and without limitation may impose terms and conditions on issuance or reinstatement of a licence to ensure compliance with this bylaw and other applicable enactments.

- h) If a license has been suspended and the rental units occupants have been evicted due to the license suspension, any new license request for these units may be approved subject to the issues for the suspension being fully resolved to the satisfaction of the Inspector and all rental rates being the same as those legally in place prior to the eviction, and any tenant previously occupying said unit being given priority for reoccupying the units, and any moving costs being incurrent by the occupants being paid for by the landlord.

## **PART 4 – MINIMUM MAINTENANCE STANDARDS**

### **17. Application**

- a) This Part applies to all residential properties and rental units in the City.

### **18. Owner’s Duties and Obligations**

- a) Every owner of a rental unit or residential premises must comply with this bylaw and must not use, permit the use of, rent or offer to rent any rental unit that does not conform to the minimum maintenance standards prescribed in this bylaw.

### **19. Pest Control**

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

### **20. Garbage, Debris Storage and Disposal**

- a) Garbage bags containing garbage shall be stored only within an enclosed garage or in a covered garbage receptacle.
- b) Every residential property shall be provided with a garbage storage facility or a sufficient number of suitable receptacles that are readily accessible to all occupants so as to contain all garbage, debris and waste.
- c) Every receptacle for garbage shall be water tight, provided with a tightfitting cover, rodent and pest proof and maintained in a clean and tidy state.
- d) Every garbage chute, garbage disposal room, garbage storage area, garbage container or receptacle shall be washed and cleaned as often as is necessary to maintain a clean and odour free condition.
- e) The site set aside for the temporary storage and disposal of garbage and refuse shall be kept in a litter-free and odour-free condition, maintained in a manner that will not attract pests, create a health or other hazard, or obstruct an emergency route.

## **21. Structural Integrity**

- a) Buildings and their structural components, including, but not limited to, 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 provides sufficient structural integrity so as to safely sustain its own weight and any additional loads and influences to which it may be subjected through normal use.

## **22. Foundations**

- a) Foundation walls and other supporting members shall be maintained in good repair so as to control and protect against the entrance of moisture.

## **23. Exterior Walls**

- a) Exterior walls and their components shall provide adequate protection from the weather and shall be maintained;
  - i. In good repair;
  - ii. Weather tight;
  - iii. Free from loose or unsecured objects and materials; and,
  - iv. In a manner so as to prevent or retard deterioration due to weather or infestations.
- b) Canopies, marquees, awnings, screens, fire escapes, pipes, ducts, air conditioners and all other similar equipment, attachments, extensions and their supporting members shall be maintained in good repair, properly and safely anchored and protected against deterioration and decay.
- c) Exterior wall facings, projections, cornices and decorative features shall be maintained in good repair, safely and properly anchored.
- d) Mechanical ventilating systems and their supporting members shall be maintained in good repair and in a safe mechanical condition.

## **24. Doors, Windows and Ventilation**

- a) Exterior doors, and windows, skylights, and hatchways shall be maintained in good repair and weather tight.
- b) Openings in exterior walls, other than doors and windows, shall be effectively protected to prevent the entry of rodents, insects or vermin.
- c) Latching and locking devices shall be provided on separate entrances to every rental unit and shall be maintained in good working order. Latching and locking devices shall be provided on windows in every Rental Unit and shall be maintained in good working order.
- d) Every sleeping unit, housekeeping unit and dwelling unit shall be provided with a means of ventilation and natural light from windows and maintained in good operating condition.
- e) All systems of ventilation, mechanical or natural, shall be maintained in good working order.
- f) All rooms with sanitary facilities shall be provided with a window or ventilation system which shall be maintained in good operating condition.

## **25. Roofing**

- a) The roof, including the flashing, fascia, soffit, and cornice shall be maintained in a weather-tight condition so as to prevent leakage of water into the rental units and common areas of a residential property.

## **26. Stairs, Balconies and Porches**

Stairways, balconies or 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, and hazardous obstructions.

## **27. Basements**

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

## **28. Floors**

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

## **29. Walls and Ceilings**

- a) 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.

## **30. Plumbing and Plumbing Fixtures**

- a) All plumbing, including plumbing fixtures, drains, vents, water pipes, toilets and toilet tanks 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.
- b) Every hand basin and bathtub, shower and sink 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. Hot water shall be supplied at minimum temperature of 45 C (113 F).

## **31. Gas Appliances and Systems**

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

### **32. Heating Systems**

- a) Heating equipment shall be maintained in a safe and good working condition so as to be capable of safely attaining and maintaining an adequate temperature standard free from fire and accident hazards, and, in all rental units, 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. The heating equipment shall be turned on in order to maintain the required temperature upon the request of any occupant of a rental unit.
- b) Auxiliary heaters or cooking facilities shall not be used as a permanent source of heat.

### **33. Electrical System and Lighting**

- a) Electrical wiring and lighting equipment, including circuits, fuses, circuit breakers, electrical equipment and electrical heating systems shall be maintained in good working order.
- b) Adequate levels of artificial lighting shall be maintained in good working order in all rental units and in common areas in residential properties.

### **34. Interior Fire and Health Safety Hazards**

- a) Walls, floors and roof constructions, including fire protective closures, sprinkler systems, including fire alarm, and detection systems and other means of fire protection, shall be maintained so that they continue to provide the fire resistive properties and protection for which they were designed.

### **35. Laundry Facilities**

- a) Laundry rooms shall be maintained in a clean and sanitary condition and all sinks provided in a laundry room shall be connected to hot and cold running water and properly connected to the drainage system.

### **36. Elevators**

- a) Every elevator in a residential property shall be maintained in a safe, clean condition and certified to be in good working order and in compliance with the *Elevating Devices Safety Act* and regulations thereto.
- b) All elevator parts and appendages, including lighting fixtures, lamps, elevator buttons, floor indicators and ventilation fans, shall be kept in good repair and operational.

### **37. Parking or Storage Garages**

- a) No machinery, boats, vehicles, trailers or parts of them that are in a wrecked, discarded, dismantled, inoperative or abandoned condition, or junk or rubbish or discarded furniture shall be kept or allowed to remain in a parking garage or parking area.

### **38. Maintenance of Services and Utilities**

- a) No owner or anyone acting on the owner's behalf shall disconnect or cause to be disconnected 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, and then only during the reasonable minimum time that the action is necessary.

- b) Any person liable for any service or utility rates shall be deemed to have caused the disconnection, shutting off, removal or discontinuance of the service or utility if the person fails to pay the rates and, as a result of the non-payment, the service or utility is no longer provided.

### **39. Room Sizes and Ceiling Heights**

- a) The minimum floor area of a sleeping unit shall be 10 square meters with the room having a minimum dimension of 2 meters on one side.
- b) The minimum floor area for housekeeping unit shall be 14 square meters.
- c) The minimum floor area for each occupant of a sleeping unit or housekeeping unit shall be 5 square meters.
- d) The minimum floor area of a room in a dwelling unit used by one person for sleeping purposes shall be 6 square meters.
- e) The minimum floor area of a room in a dwelling unit used by more than one person shall be 4 square meters for each person using the room.
- f) Any floor area under a ceiling that is less than 1.4 meters in height shall not be counted in calculating the required minimum floor area of a room used for sleeping pursuant to this bylaw.

### **40. Food Storage and Cooking Facilities**

- a) No person shall store or permit the storage of perishable foods or provide or permit a facility for cooking in a sleeping unit.
- b) No one shall prepare food or permit the preparation of food in a sleeping unit.
- c) A community kitchen equipped with a sink that is installed in a counter having a backsplash and drain board made of materials impervious to water, mechanical refrigeration in the proportion of .0566 cubic meters (2 cubic feet) for each occupant, and a facility for cooking shall be provided within any rental unit with sleeping units. The community kitchen must be accessible from a common entrance and be maintained in good repair and in a clean condition.
- d) All housekeeping units and dwelling units shall include a kitchen area equipped with a sink that is installed in a counter having a backsplash and drain board made of materials impervious to water, a refrigerator and a facility for cooking. The kitchen area must be maintained in good repair and in a clean condition.

### **41. Sanitary Facilities**

- a) At least one hand basin and one toilet shall be provided and maintained in proper operating condition for every 5 sleeping units or housekeeping units in a residential property. These facilities shall be provided in a room or rooms that are accessible from a common area within the building.
- b) At least one bathtub or shower shall be provided and maintained in proper operating condition for every 10 sleeping units or housekeeping units in a residential property. These facilities shall be provided in a room or rooms that are accessible from a common area within the building.

- c) At least one bathtub or shower, toilet, and hand basin shall be provided and maintained in proper operating condition in each dwelling unit.
- d) The floors and enclosures around showers shall be finished with a smooth finish that is impervious to moisture. All walls and ceilings in rooms containing sanitary facilities shall be finished with a smooth light-coloured washable surface. All rooms containing sanitary facilities shall be maintained in good repair, free of mold and in a clean condition.

## **PART 5 – BUILDING RENOVATIONS**

### **42. Interpretation**

In this Part:

“**Landlord**” has the same meanings as defined in the *Residential Tenancy Act*.

### **43. Application**

- a) This part does not apply to any rental unit in a building that has been determined by an architect or professional engineer or any governmental authority having jurisdiction, including the local assistant to the fire commissioner, to have been damaged by natural disaster, fire, water, smoke, insect infestation or structural failure to the point that it is unsafe for any person to occupy the building, if the determination of the architect, engineer or governmental authority is made in writing and a copy has been delivered to the Inspector; or,
- b) Any rental unit in a building in respect of which the Council has authorized an exemption under section 45.

### **44. Restriction on Evictions**

This Section (section 44) does not apply to Single Family Dwelling Units, Two Family Dwelling Units or the Secondary Suites (if any) of those units.

- a) No owner shall deliver to any tenant a notice of termination of their tenancy of a rental unit in order to renovate or repair the rental unit, or having delivered such a notice prior to the enactment of this section 44(a), require the tenant to vacate their rental unit pursuant to the notice, unless the owner has obtained every building permit, plumbing permit, development permit, special development permit or heritage alteration permit required by any City bylaw, and any other permit or approval required to authorize the renovation or repair, and has either:
  - i. entered into a new tenancy agreement with the tenant on the same terms as the tenancy agreement pertaining to the rental unit being renovated or repaired, or terms that are more favourable to the tenant, in respect of a comparable rental unit in the same building, and provided a copy of the agreement to the Inspector; or

- ii. made other arrangements in writing for the tenant's temporary accommodation during the renovation or repair, and for their return to their original rental unit under the terms of the existing tenancy agreement following completion of the renovation or repair, and provided to the Inspector satisfactory documentation of the arrangements including evidence of the tenant's consent to the arrangements.
- b) An owner who has failed to comply with paragraph (a) must not continue to fail to enter into a new tenancy agreement as described in subparagraph (a)(i) or fail to make other arrangements for the tenant's temporary accommodation and return to their original rental unit as described in subparagraph (a)(ii).
- c) For the purposes of subparagraph (a)(i),
  - i. a rental unit in another building that is located on the same parcel as the building that is being renovated or repaired and owned by the same owner is deemed to be a rental unit in the same building;
  - ii. a rental unit is comparable to a rental unit that is being renovated or repaired if it has the same or a greater number of bedrooms and complies with the maintenance standards in Section 32 of the Residential Tenancy Act and Part 4 of this bylaw, and the rent for the unit is equal to or less than the rent for the rental unit that is being renovated or repaired; and,
  - iii. the new tenancy agreement may either transfer the tenant's tenancy permanently to the other rental unit, or entitle the tenant to occupy the other rental unit temporarily during the course of the renovation or repair and return to their original rental unit following completion of the renovation or repair.
- d) No owner shall, having renovated or repaired a rental unit as permitted by subsection (a)(ii), increase the rent payable by the tenant upon their return to their rental unit, except as an "additional rent increase" approved under Part 3 of the *Residential Tenancy Act*.
- e) The Inspector may require any owner to provide, prior to obtaining a business licence or business licence renewal under this bylaw, a statutory declaration that states the rent payable in respect of any rental unit prior to and following renovation or repair work that required the tenant of the rental unit to vacate the unit. If the rent was increased, the declaration must include a copy of the director's approval of the rent increase under Part 3 of the *Residential Tenancy Act*.
- f) The Inspector may issue or renew a business licence under this bylaw to an owner who has applied for an additional rent increase related to renovation or repair under Part 3 of the *Residential Tenancy Act* if the director has not yet decided the rent increase application. In doing so, the Inspector may indicate on the licence that a surcharge may become payable under subsection (g) if the additional rent increase is not allowed but the rent for the rental unit in question exceeds the rent that is allowed without the additional rent increase.
- g) The Inspector may levy a monthly business licence surcharge on any owner who contravenes subsection (d), in the amount that is the difference between the rent permitted by that subsection and the rent that the owner's tenant is paying in respect of the rental unit that has been renovated or repaired, and may refuse to renew the business licence of any owner who, being subject to such a surcharge, has not paid the surcharge by the date on which the licence renewal is required.

## 45. Application for Exemption

- a) An owner is exempt from section 44 if, in respect of a rental unit or residential property, an order has under section 49.2 (3) of the *Residential Tenancy Act* has been granted in respect of the rental unit or residential property.
- c) Rental owners may make an application to Council for an exemption to Section 44 subject to any Council exemption not relieving an applicant from any order or requirement imposed on the owner by Provincial legislation or the Residential Tenancy Branch.

## PART 6 – EFFECTIVE DATE

### 46. Effective Date

- a) This bylaw shall come into effect upon its adoption.

Read a First time this 20<sup>th</sup> day of [September](#), 2021.

Read a Second time this 20<sup>th</sup> day of [September](#), 2021.

Read a Third time this 11<sup>th</sup> day of [April](#), 2022.

Final Consideration and Adopted this 25<sup>th</sup> day of [April](#), 2022.

This Bylaw was adopted by Council. To view the signed original, contact City Hall Administration at (250) 627 0934 or email [cityhall@princerupert.ca](mailto:cityhall@princerupert.ca)

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MAYOR

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CORPORATE ADMINISTRATOR



## APPENDIX "A"

### LICENCE FEES

1. Rental Accommodation Fee ..... \$16.73 (per room)