

CITY OF QUESNEL
BYLAW NO. 1870

A bylaw to regulate Minimum Rental Property Standards

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 Municipality of Quesnel in open meeting assembled enacts as follows:

Part 1 Title and Interpretation

1.1 Title

This bylaw may be cited for all purposes as the "CITY OF QUESNEL MINIMUM RENTAL PROPERTY STANDARDS".

1.2 Interpretation

This bylaw shall apply to all buildings, **dwelling**s, **dwelling** units and land, which are now, or may become in the future, substandard with the respect to structure, equipment, facilitates, maintenance, light, heating, air, ventilation, sanitation, occupancy and protection against fire hazard, protection from the outdoor elements, or otherwise may be deemed to constitute a menace to the safety, health or welfare of the occupants.

Part 2 Definitions

In this bylaw, unless the context otherwise requires, the definitions in the Community Charter and Interpretation Act govern, and the following definitions apply:

Accessory Building means a detached building or structure located on the same lot or site as the principal building, the use of which is subordinate, customarily incidental, and exclusively devoted to that of the principal building.

Agencies means any provincial authority or a authority having jurisdiction, any community agency funded to provide or assist individuals, BC Housing authority, and the City's Corporate Officer.

Approved means acceptable to the **Director of Development Services** or **Chief Building Official**.

Balustrade means a protective barrier that acts as a guard around openings of doors or at the open side of stairs, landings, balconies, mezzanines, galleries, various walkways or other locations to prevent accidental falls from one level to another. Such barriers may or may not have openings through it.

Bathroom means a room containing at least one toilet and toilet tank and one **hand basin**, one bathing fixture, and constructed so that complete privacy is available to the user;

Bedding means sheets, blankets, pillows and pillowcases;

Boarding means a residential use where the building contains **sleeping units** or bedrooms for the accommodation of a **Tenant** with or without meals.

Building means any structure used or intended for supporting or sheltering any use or occupancy;

Chief Building Official means the manager and head administrator of the municipal **building** department for the corporation of the City of Quesnel or **persons** appointed to administer this bylaw.

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;

Cooking facility means an approved appliance in or upon which food may be heated;

Director of Development Services means the Director of Development Services for the corporation of the City of Quesnel and representatives who are authorized to act on his/her behalf.

Dwelling means a **building** or structure or part of a **building** or structure occupied or capable of being occupied in whole or in part for the purposes of human habitation and includes the land and premises appurtenant thereto and all out **buildings**.

Dwelling Unit means one or more **habitable rooms** of complementary use, under a single household, operated as a single **housekeeping unit** designed, used or intended to be used as a domicile and containing one major **cooking facility**, as well as eating, living, sleeping and **sanitary facilities**.

Habitable room means a room used for cooking, eating, sleeping or human occupancy, excludes **bathroom**, utility room, workroom, furnace room and storage room, pantry room, stairway, lobby, communication corridor, or space for service and maintenance of the **dwelling** for public use, and for access to and vertical travel between stories.

Hand basin means a plumbing fixture primarily intended for the washing of hands, with hot and cold water connected thereto;

Hotel means a **hotel**, motel, inn, rooming house and apartment **hotel** and any prescribed class of premises, but does not include a facility:

(a) owned or operated by a non-profit society incorporated under the Society Act, a **municipality**, a regional district, a college designated under the College and Institute Act or a university named in the University Act, or b

(b) in which the **landlord** resides and which contains fewer than a total of 5 bedrooms or rooms used as bedrooms;

Housekeeping unit means a **sleeping unit** containing a **sink** and **cooking facility**;

Landlord includes lessor, sub lessor, **owner** or other **person** permitting the occupation of **residential premises**, and his/her heirs, assigns, personal representatives and successors in title and a **person**, other than a **tenant** occupying the premises, entitled to possession of the **residential premises**;

Municipality means the Municipality of Quesnel;

Owner in respect of real property means the registered **owner** as defined in the Municipal Act;

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 accommodation means a **residential premises** subject to a **tenancy agreement**;

Residential premises means a **dwelling** unit used for residential purposes, and includes, without limiting the above,

- a manufactured home
- a manufactured home pad
- a room or premises in a **hotel** occupied by a **hotel tenant**,
- caretaker's premises, and
- employment premises,

but does not include premises, under a single lease, occupied for business purposes with a **dwelling** unit attached;

Repair includes replacing, making additions or alterations or taking action required for the premises to conform to the **standards** prescribed by this bylaw;

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

Sink means a plumbing fixture, primarily intended for the washing of dishes and utensils, with hot and cold water connected thereto;

Sleeping unit means one or more rooms equipped to be used for sleeping and sitting purposes only, with no cooking or **sanitary facilities**;

Standards means the **standards** set out in parts 3, 4, 5 and 6 of this bylaw.

Tenancy agreement means an agreement, whether written or oral, express or implied, having a predetermined expiry date or not, between a **landlord** and **tenant** respecting possession of residential premises and occupation of a room or premises in a **hotel**;

Tenant means a **person** or **persons** who have the right of exclusive possession of residential premises under a **tenancy agreement**.

Part 3 – Administration and Enforcement

3.1 – Application

This bylaw applies to all **Rental Accommodation** in the Municipality of Quesnel.

3.2 Responsibility for Administration

The **Chief Building Official** and those appointed by the **Chief Building Official** or the **Director of Development Services** to enforce the bylaw.

3.3 Chief Building Official's Right of Entry

The **Chief Building Official** or any corporate officer 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.

3.4 Notice to Comply to Bylaw Standards

The **Chief Building Official** may direct an **owner** whose **rental accommodations** fails to meet the requirements of this bylaw to remedy the non-compliance within the time stated by the **Chief Building Official** in a written notice to comply delivered to the **owner** or representative appointed by the **owner**.

3.5 Penalties

A **person** who contravenes this bylaw commits an offence and can be subject to a fine as detailed in the MTI schedule, and upon summary conviction, is punishable in accordance with the Offence Act.

3.6 Enforcement

- 3.6.1 Every **person** who, without lawful excuse, contravenes this bylaw by willfully doing any act which it forbids or omitting to do any act which it requires to be done, is guilty of an offence and is liable, on summary conviction, to a fine of not less than \$50.00 and not more than \$500.00 for a first offence and for each subsequent offence to fine of not less than \$150.00 and not more than \$500.00. A separate offence shall be deemed to be committed upon each day during and in which the contravention occurs or continues past the time allotted.
- 3.6.2 The penalties imposed hereunder shall be in addition to and not in substitution for any other penalty or remedy imposed by this bylaw.

3.6.3 No **person** shall prevent or obstruct, or attempt to prevent or obstruct, entry of the **Chief Building Official** to any premises or property as authorized under this bylaw.

3.7 Owner's Duties and Obligations

An **owner** of **rental accommodation** or properties shall maintain it in accordance with the **standards** prescribed in this bylaw.

3.8 Compliance with Other Bylaws

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

3.9 Severability

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.

Part 4 Minimum Standards for Residential Property and Lands

4.1.1 Sewerage and Drainage

4.1.2 Sewerage, organic waste and grey water shall be discharged into a municipal or regional sewerage system or by other means approved by the Medical Health Officer.

4.1.3 No drainage shall be directed to neighboring properties at any time.

4.2.1 Safe Passage

4.2.2 Steps, walks, driveways, parking spaces, and similar areas shall be maintained to afford safe passage under normal use.

4.2.3 All common corridors, passageways, stairs and paths of egress and exit shall be maintained and safe for all traffic imposed.

4.3 Accessory Buildings

4.3.1 An **accessory building** shall be kept in good **repair** and shall be free from health and fire hazards.

4.3.2 All **accessory buildings** shall have positive grading from the building.

4.4 Fences and accessory structures

- 4.4.1 All fences, barriers and retaining walls around or on the property shall be kept in a reasonable state of **repair**.
- 4.4.2 Fences and or accessory structures shall not impede egress from any portion of the buildings on the property or lands.

Part 5 Minimum standards for Maintenance of Dwellings and Dwelling Units

5.1 Pest Prevention

- 5.1.1 Basements and crawl spaces shall cover all openings, which may permit the entry of rodents, and covering should be of durable material or screened with metal grills.

5.2 Dampness

- 5.2.1 The interior floors, ceilings and walls shall be kept free from dampness by means of proper ventilation or other approved means.
- 5.2.2 Basements and crawl spaces shall be kept free from dampness by means of floor drains, sump pumps or equivalent.
- 5.2.3 Basement floors shall be kept dry and free from major cracks, breaks or similar which may allow for ingress of water.
- 5.2.4 Exterior elements shall be sealed to be weather tight so as not to allow seepage causing dampness.

5.3 Structural Integrity

- 5.3.1 Buildings and their structural members 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.
- 5.3.2 Materials, which have been damaged or show evidence of rot or other deterioration shall be repaired or replaced subject to the **Chief Building Official**.
- 5.3.3 The exterior walls, roofs and other parts of the **dwelling** shall be free from loose, rotted and broken materials and objects.
- 5.3.4 All cornices, entablature, belt courses, corbels, terracotta trim, wall facings and similar architectural features shall be maintained in good **repair** with proper anchorage and in safe condition.
- 5.3.5 All walls ceilings shall be maintained in an approved manner and shall be free of holes, cracks, loose coverings and other defects.
- 5.3.6 Where there are fire resistive walls which separate occupancies, they shall be maintained in a condition which retains their fire-resistant quality.

- 5.3.7 Every floor shall be free of all loose, warped, protruding, broken, or rotted materials.
- 5.3.8 All worn, torn, and defective floor coverings shall be repaired or replaced.
- 5.3.9 All floor system components such as floor joists, rim boards and supports must be repaired or replaced if rotted cracked or deteriorated.
- 5.3.10 The foundation walls and the basement, cellar or crawl space floor shall be maintained in good **repair** and shall be structurally sound.
- 5.3.11 Every **dwelling** unless of the slab-on-grade type shall be supported by foundation walls or piers which extend below the frost line or to solid rock. All footings, foundation walls, piers and slabs-on-grade shall be of masonry or other approved material. Section k does not apply to all **accessory buildings**.

5.4 Windows and Doors

- 5.4.1 All exterior openings shall be fitted with doors or windows.
- 5.4.2 Windows, exterior doors, and basement or cellar hatchways shall be maintained in good **repair** so as to prevent the entrance of wind or rain into the **dwelling**.
- 5.4.3 Rotted or damaged doors, door frames, window frames, sashes and casings, broken glass and missing or defective door and window hardware shall be repaired or replaced.
- 5.4.4 At least one entrance door in every **dwelling** unit shall have a hardware so as to be capable of being locked from both inside and outside the **dwelling** unit.
- 5.4.5 All windows capable of being opened and all exterior doors shall have hardware so as to be capable of being locked or otherwise secured from inside the **dwelling** unit.
- 5.4.6 Every bedroom shall have a window meeting the requirements in the BCBC for egress.
- 5.4.7 All exterior doors shall have security blocking conforming to the BCBC.
- 5.4.8 All windows and doors shall have latching and locking devices and shall be maintained in good working order.
- 5.4.9 All windows and doors shall be weather tight and weather-stripped to keep wind and rain out.

5.5 Porches, Balcony's and Stairs

- 5.5.1 An inside or outside stair and any porch appurtenant to it shall be maintained so as to be free of holes, cracks and other defects which may constitute possible accident hazards and all treads or risers that show excessive wear or are broken, warped or loose and all supporting structural members that are rotted or deteriorated shall be repaired or replaced.
- 5.5.2 A **balustrade** shall be installed and maintained in good **repair** on the open sides of any balcony, porch, and stair that has a difference in elevation of 600mm or more and must be capable of withstanding loads set out in the BCBC.
- 5.5.3 A handrail shall be provided and maintained in good **repair** on all stairways which have more than 3 risers.

5.6 Plumbing

- 5.6.1 All plumbing, including plumbing fixtures, drains, vents, water pipes, toilets and toilet tanks and connection lines to the water sewer system, shall be maintained in good working order and **repair**, free of leaks or other defects and protected from freezing.
- 5.6.2 Every **hand basin**, 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 a maximum temperature of 49 degrees Celsius to fixtures.

5.7 Heating

- 5.7.1 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 accommodation** capable of maintaining every room at a temperature of 22 degrees Celsius measured at a point of 1.5 meters from the floor, and in the center of the room.
- 5.7.2 If a form of supplemental heating is supplied, which is a solid fuel-burning appliance the appliance must be certified and installed by a qualified **person**. A storage area must be supplied for fuel and shall be safely maintained in a convenient location and be so constructed to be free from fire or accident hazards.
- 5.7.3 Heating must be supplied to all rental units described in a) by a reliable heat source which does not include the use of supplemental heating by way of solid fuel burning or space heaters.

5.8 Ventilation

- 5.8.1 Ventilation shall be supplied in accordance with the Code of the day at which time the rental unit was put into place.

5.9 Electrical

- 5.9.1 Every rental unit shall be wired for electricity and lighting equipment shall be installed throughout to provide reasonable illumination, and no less than 10 lx at the path of egress.
- 5.9.2 Electrical wiring and lighting equipment, including circuits, fuses, circuit breakers, electrical equipment and electrical heating systems shall be maintained in good working order.
- 5.9.3 Every **habitable room** or space within a rental unit shall have a minimum of 1 electrical duplex except kitchens which require two.
- 5.9.4 All electrical equipment installations and wiring in a rental unit shall be in accordance with the requirements of the provisions of the British Columbia Electrical Act and requirements.

- 5.9.5 An inspector of this Bylaw may request an **owner** of the rental unit to obtain an electrical inspection conducted by the Electrical Safety Authority if there is a safety concern for the **tenants**.

5.10 Interior Fire and Health Safety Hazards

- 5.10.1 All walls, floors and roof construction, which are, required fire separations with or without a required fire resistant rating, including fire protective closures, sprinkler systems, including fire alarm systems, 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.
- 5.10.2 All required smoke detection and carbon monoxide (CO) detection shall be supplied in working order.
- 5.10.3 All induct smoke detectors or smoke control dampers are required to be in working order and testing as prescribed.

5.11 Maintenance Standards for Hotels

- 5.11.1 Surfaces of interior walls and ceilings shall be maintained in a clean and sanitary condition.
- 5.11.2 **Sanitary facilities** shall be maintained in a clean and sanitary condition and their walls and ceilings with a smooth surface reasonably impervious to water or chipping or cracking.
- 5.11.3 Every room in a **hotel** containing any **sanitary facilities** serving more than one **sleeping unit, housekeeping unit** or housekeeping room, accessibility from a public hallway shall be maintained and locking mechanisms on the inside are maintained.
- 5.11.4 Where provided in a **community kitchen**, the **sink, cooking facility** and food storage shall be maintained in a safe and healthy working order.
- 5.11.5 Except where it is specifically agreed to be provided by the **tenant**, every **hotel** operator who provides **bedding**, mattress covers and towels shall maintain them in a clean and sanitary condition.
- 5.11.6 Except where it is specifically agreed to be provided by the **tenant**, every **hotel** operator who provides furnished accommodations shall maintain such furnishings in a clean and reasonable condition of **repair** and maintenance.
- 5.11.7 All **Hotels** as defined in this Bylaw are subject to comply with all of Parts 4 & 5 of this Bylaw.

5.12 Minimum Maintenance Standards for Mobile Home Parks

- 5.12.1 Every Mobile Home Park is subject to Part 4 of this Bylaw.
- 5.12.2 All lanes throughout the park used for access by the residents shall be maintained in a usable state and free obstacles and barriers.

5.12.3 All common areas within the Park shall be maintained in a reasonable standard of health and cleanliness throughout the site.

5.12.4 The **Owner** is responsible for maintaining any services or facilities within the park, which may include but not limited to septic or sewer mains, and roadways.

5.13 Minimum Maintenance Standards for Mobile Homes

5.13.1 Mobile Homes which may be rented and not **owner** occupied are subject to Part 5 of this Bylaw within the guidelines of the CSA Z240 standard for the manufactured portion.

5.13.2 All additions or add on to the mobile home will be subject to Part 5 of this Bylaw for all portions.

Part 6 Effective Date

This bylaw shall come into effect upon the day of its adoption.

READ A FIRST TIME this 30th day of April, 2019.

READ A SECOND TIME this 28th day of May, 2019.

READ A THIRD TIME this 28th day of May, 2019.

FINALLY ADOPTED this day of , 2019.

_____ Mayor

_____ Corporate Officer