CORPORATION OF THE CITY OF NEW WESTMINSTER

BUSINESS REGULATIONS AND LICENSING (RENTAL UNITS) BYLAW NO. 6926, 2004

(Adopted July 12, 2004)

This is a consolidation of the bylaws listed below. The amendment bylaws have been combined with the original bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaws on this subject.

AMENDMENT BYLAW	ADOPTION DATE	EFFECTIVE DATE
7425	November 29, 2010	November 29, 2010
8085, 2019 (Part 6)	February 4, 2019	February 4, 2019
8130, 2019 (9(c), 9(d) and Part 6)	June 24, 2019	June 24, 2019
8302, 2021 (deleting Part 6)	November 15, 2021	November 15, 2021
8525, 2025	June 23, 2025	June 23, 2025
8536, 2025	November 17, 2025	January 1, 2026
8556, 2026	June 8, 2026	June 8, 2026
8585, 2026	June 8, 2026	June 8, 2026

The bylaw numbers highlighted in this consolidation refer to the bylaws that amended the principal Bylaw No. 6926, 2004. The number of any amending bylaw that has been repealed is not referred to in this consolidation.

Obtainable from the Legislative Services Department

CONSOLIDATED FOR CONVENIENCE ONLY
(June 25, 2026)

CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO. 6926, 2004

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*.

I N D E X

SECTION **PAGE**

PART 1 – TITLE AND INTERPRETATION

1. Title 4
2. Definitions 4
3. Application of the Bylaw 7

PART 2 – ADMINISTRATION AND ENFORCEMENT

4. Administration 7
5. Right of Entry 7
6. Compliance Orders 7
7. Severability 8
8. Compliance With Other Statutes and Bylaws 8
9. Offences and Penalties 8

PART 3 – REGULATION AND LICENSING OF RENTAL UNITS

10. Exemption 9
11. Licence Required 9
12. Application Process 9
13. Posting of Licence 9
14. Term of Licence 10
15. Transfer of Licence 10
16. Granting, Refusal and Suspension of Licence 10
17. Tenant Register 10
18. Conditions of Licence 10

PART 4 – MINIMUM MAINTENANCE STANDARDS

19. Application 11
20. Owner's Duties and Obligations 11
21. Pest Control 11
22. Garbage, Debris Storage and Disposal 11
23. Structural Integrity 12

24. Foundations 12
25. Exterior Walls 12
26. Doors, Windows and Ventilation 13
27. Roofing 13
28. Stairs, Balconies and Porches 13
29. Basements 13
30. Floors 14
31. Walls and Ceilings 14
32. Plumbing and Plumbing Fixtures 14
33. Gas Appliances and Systems 14
34. Heating and Cooling Systems 14
35. Electrical System and Lighting 15
36. Interior Fire and Health Safety Hazards 15
37. Laundry Facilities 16
38. Elevators 16
39. Parking or Storage Garages 16
40. Maintenance of Services and Utilities 16
41. Room Sizes and Ceiling Heights 17
42. Food Storage and Cooking Facilities 17
43. Sanitary Facilities 17

PART 5 – NUISANCES

44. Repeat Nuisance Service Calls 18

PART 6 – DELETED

PART 7 – REPEAL

45. Repeal 20

PART 8 – EFFECTIVE DATE

46. Effective Date 20

CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO. 6926, 2004

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*.

THE CITY COUNCIL of the Corporation of the City of New Westminster **HEREBY ENACTS AS FOLLOWS:**

PART 1 – TITLE AND INTERPRETATION

1. Title

This Bylaw shall be cited as "BUSINESS REGULATIONS AND LICENSING (RENTAL UNITS) BYLAW NO. 6926, 2004".

2. Definitions

(a) In this bylaw:

accessory dwelling unit means a dwelling unit which is accessory to and shares the same legal title as a permitted principal residential dwelling unit, and for certainty includes detached accessory dwelling units and secondary suites as defined in the City's zoning 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 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;

"Building Official" means the individual designated by the City as the Manager of Building Inspections (as that title may be changed from time to time) and such person or persons as he or she may designate from time to time as his or her assistants.

City means the Corporation of the City of New Westminster;

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;

controlled substance means a controlled substance as defined and described in Schedules I, II and III of the *Controlled Drugs and Substances Act*, 1996 c. 19, as may be amended from time to time, but does not include the trade or manufacture of a controlled substance that is permitted under that Act or otherwise lawfully permitted under the *City's* Business Regulations and Licensing Bylaw.

Council means the City Council of the Corporation of the City of New Westminster.

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, a bylaw officer and any public health inspector authorized by the Fraser Health Authority to assist in the administration and enforcement of this bylaw;

last known address means the address shown on the property taxation records of the City of New Westminster Finance Department or a more recent address known to the *City* and, in the case of parties not listed in these records, the last known address shall be that address obtained by the *City* after a reasonable

search and, if no address can be found, the last known address shall be that of the building in which the *nuisance* occurred or was maintained or permitted.

Living space means an area within a *rental unit* that is designed and intended for regular daily living and occupancy and includes, but is not limited to, bedrooms, living rooms, dining rooms, and family rooms, and does not include bathrooms or kitchens.

nuisance service call means the City or police response to and abatement of any activity, conduct or condition occurring on or near a *residential property* which substantially and unreasonably interferes with a person's use and enjoyment of a public place or of land or premises occupied by that person or which causes injury to the health, comfort or convenience of an occupier of land and, without limiting the generality of the foregoing, may include one or more of the following conduct, activities or conditions occurring or committed within or near a *residential property*:

I. noises or sounds that disturb or are liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of individuals or the public, including but not limited to, the residents of a *rental unit*, *residential property* or the neighbourhood;

II. conduct, activities or conditions which constitute a violation of any Federal or Provincial statute prohibiting or regulating *controlled substances*, prostitution, alcohol or firearms; and

III. conduct, activities or conditions which constitute causing a disturbance or disorderly conduct contrary to the *Criminal Code of Canada*.

owner means a person who has any legal right, title, estate or interest in a *residential property* and shall include, without limitation, a landlord, lessor, sublessor or other person permitting the occupation of a *rental unit*, 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 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.

Safe indoor temperature means an average temperature of 26° C (78.8° F) or below measured between 8:00 p.m. and 8:00 a.m. in a *living space* from an interior wall, approximately 1.5 meters (5 feet) from the floor, avoiding areas near windows, doors, direct sunlight, heat sources like lamps or appliances, and vents.

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

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*, 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.

3. Application of the Bylaw

This bylaw applies to all *residential property* and all *rental units* in the City of New Westminster.

PART 2 - ADMINISTRATION AND ENFORCEMENT

4. Administration

The *Inspector* is authorized to administer and enforce this bylaw and to perform any other duties and exercise any other powers that may be delegated by *Council*.

5. Right of Entry

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* shall show proper identification and shall notify the *owner* or occupant of the purpose of the entry.

6. Compliance Orders

(a) If, in the opinion of the *Inspector*, there is a contravention of this bylaw or an order made under this bylaw or, in the opinion of the *Inspector*, 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) will be 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;

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.

7. Severability

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

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. Offences and Penalties

(a) No person shall:

I. fail to comply with a compliance order issued by the *Inspector* under this bylaw;

II. obstruct or hinder the *Inspector* or *Building Inspector* acting under authority of this bylaw; or

III. fail to comply with any other provision of this bylaw.

(b) 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, upon conviction, shall be liable to a fine or penalty as provided by the *Offence Act* and, where the offence is a continuing one, each day the offence continues shall be a separate offence. Where conviction is for failure to pay the required licence fee, the amount which should have been paid for the license shall be added to the penalty and shall form part of the penalty.

PART 3 – REGULATION AND LICENSING OF RENTAL UNITS

10. Exemption

This Part does not apply to the rental of up to two dwelling units on a parcel with a total of no more than three dwelling units provided that the registered owner occupies one dwelling unit on the parcel as their principal residence, and:

a) in the case of a property with two *dwelling units*, one of them is an *accessory dwelling unit.*
b) in the case of a property with three dwelling units, two of them are *accessory dwelling 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 business licence has been made to the *Inspector* on the prescribed form;

(b) the licence fee prescribed in City of New Westminster Business License Bylaw No. 8473, 2024, as amended from time to time, has been paid; and

(c) a business license under this bylaw has been issued by the *Inspector*.

12. Application Process

Every application for a business 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.

13. Posting of Licence

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

14. Term of Licence

Every business licence under this bylaw shall be issued annually so as to take effect on the first day of January and to terminate on the 31st day of December in each year.

15. Transfer of Licence

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

16. Granting, Refusal and Suspension of Licence

The *Inspector* is authorized to:

(a) grant or refuse a business licence under this bylaw; and

(b) suspend a business licence issued under this bylaw for reasonable cause, for such period as the *Inspector* may determine.

17. Tenant Register

Every person issued a business licence under this bylaw in respect of residential property shall maintain a current register containing the name and previous address of every *tenant* residing in each *rental unit* and shall produce the register for review by the *Inspector* upon request.

18. Conditions of Licence

For the purposes of preventing or abating *nuisances* and ensuring the safety, quiet, peace, enjoyment, comfort and convenience of tenants of *rental units* and persons in the vicinity of *rental units*, the *Inspector* may impose terms and conditions upon the granting, renewal or suspension of a business licence issued under this bylaw in the nature of pro-active property management through the implementation of those property management practices recommended by the

New Westminster Police Service Crime Free Multi-Housing Program ("CFMH"), including but not limited to:

(a) proper tenant screening by:

- use of posted written applicant criteria
- obtaining and recording two pieces of identification from applicants (at least one of which must be picture identification)
- obtaining and verifying *tenant* references
- use of a detailed application form to be completed in person
- performing credit checks on applicants
- use of standard rental agreements and other BC Residential Tenancy Office forms;

(b) ongoing competent property management by:

- monitoring conduct of tenants and guests to prevent or abate nuisance behaviour
- documenting all infractions of tenancy agreements
- swiftly addressing breaches of tenancy agreements
- maintaining the physical condition of residential property including the building exterior and interior, lighting, landscaping all in accordance with New Westminster Police Service Crime Prevention Through Environmental Design (CPTED) Report recommendations and City bylaws.

PART 4 – MINIMUM MAINTENANCE STANDARDS

19. Application

This Part applies to all *residential properties* and *rental units* in the City of New Westminster.

20. Owner's Duties and Obligations

(a) Every owner of *residential premises* is responsible for complying with this bylaw and shall 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.

21. Pest Control

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

22. Garbage, Debris Storage and Disposal.

(a) All garbage and refuse shall be stored in proper receptacles and removed in accordance with the requirements of all applicable *City* bylaws.

(b) Garbage bags containing garbage shall be stored only within an enclosed garage or in a covered garbage receptacle.

(c) 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.

(d) Every receptacle for garbage shall be water tight, provided with a tight-fitting cover, rodent and pest proof and maintained in a clean and tidy state.

(e) 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.

(f) 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.

23. Structural Integrity

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.

24. Foundations

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

25. 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.

26. 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.

27. Roofing

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*.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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).

33. 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.

34. Heating and Cooling 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 avoiding areas near windows, doors, direct sunlight, heat sources like lamps or appliances, and vents. 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.

(c) **Safe Indoor Temperature**

Owners must ensure that at least one *living space* in a *rental unit* occupied by a *tenant* maintains the *safe indoor temperature* from April 1 to October 31 each year.

(d) **Dwelling Units with Cooling Devices or Systems**

Where air conditioning, or another form of installed cooling system, is provided by the *owner*, the *owner* shall maintain the system to be in good working condition.

(e) **No Prohibiting Portable Cooling Devices**

i. Where air conditioning, or another form of installed cooling system, is not already provided, no *owner* shall prohibit or prevent a *tenant* from using a portable device designed to cool internal temperature in a *rental unit*.

ii. Subsection (i) applies despite any strata bylaws adopted under the *Strata Property Act,* 1998, c. 43 that directly or indirectly prohibit a *tenant* from using a portable device designed to lower the temperature of a *rental unit*.

(f) **Application for Exemption from Section 34 (c) and 34 (e)**

i. An *owner* who is subject to section 34 (c) and/or 34 (e) may apply to the *Building Official* for an exemption from that section in respect of a *rental unit*, on the grounds that the *owner* cannot comply with the applicable section.

ii. An application under subsection (i) shall be submitted by the *owner* to the *Building Official* and must be accompanied by documentation from a registered professional that outlines the unreasonable physical barriers that would need to be overcome and provides a recommendation in order to comply with the applicable section.

iii. An exemption granted under this section is valid for 2 years from the date granted and must be reapplied for to maintain the exemption.

35. 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*.

36. 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.

37. Laundry Facilities

(a) Every *residential property* containing one or more *sleeping units* or *housekeeping units* shall provide and maintain for the use of *tenants* a minimum of one washer, dryer and double laundry sink contained within a laundry room.

(b) 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.

(c) Every *dwelling unit* shall contain a laundry room equipped with a double laundry sink and provisions for a washer and dryer to be installed.

38. 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.

39. Parking or Storage Garages

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.

40. 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.

41. Room Sizes and Ceiling Heights

(a) The minimum ceiling height for *sleeping units* and other rooms used for living, sleeping, cooking and eating purposes in a *rental unit* shall be 1.95 meters over at least ½ the floor area.

(b) 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.

(c) The minimum floor area for *housekeeping unit* shall be 14 square meters.

(d) The minimum floor area for each occupant of a *sleeping unit* or *housekeeping unit* shall be 5 square meters.

(e) The minimum floor area of a room in a *dwelling unit* used by one person for sleeping purposes shall be 6 square meters.

(f) 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.

(g) 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.

42. 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.

43. 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 - NUISANCES

44. Repeat Nuisance Service Calls

(a) Where police or *City* officials have been required to respond to three (3) or more *nuisance service calls* for a single *residential property* within a twelve (12) month period in response to or for the abatement of nuisance conduct, activity or condition, the *City* may impose upon the *owner* of that *residential property* an *excessive nuisance abatement fee* in accordance with the amounts prescribed in Community Services Fees and Charges Bylaw No. 8529, 2025 for each additional *nuisance service call* responded to at that *residential property* within the twenty-four (24) month period following the *Inspector's* notice referred to in Section 44(b).

(b) Prior to imposing an *excessive nuisance abatement fee,* the *Inspector* shall first provide written notice to the *owner* of the *residential property* describing in reasonable detail the nature of the nuisance conduct,

activity or condition that has occurred, been maintained or permitted in, on or near the *residential property* and:

I. informing the *owner* that the nuisance conduct, activity or condition must be abated within 60 days, or such other period of time as the *Inspector* considers reasonable in the circumstances, and steps taken to ensure that the nuisance conduct, activity or condition does not re-occur; and

II. advising the *owner* that they may be subject to the imposition of *excessive nuisance abatement fees* for each additional *nuisance service call* responded to at the same *residential property* within the twenty-four (24) month period following the Inspector's notice, and that the imposition of such fees is in addition to the City's right to seek other legal remedies or actions for abatement of the nuisance.

(c) Service of the notice referred to in paragraph 44(b) will be 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 notice is issued;

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.

(d) *Excessive nuisance abatement fees* shall be paid by the *owner* upon receipt of invoice from the *City*. If the amount of each such invoice is not paid in full before the 31st day of December in the year received, upon written notice to the *owner*, the amount shall be added to and form part of the taxes on the *residential property*, as taxes in arrears.

(e) Nothing in this Section 44 shall be construed to limit the *City's* other available remedies for violation of this or any other City bylaw.

BYLAW 8085, 2019, 8130, 2019; 8302, 2021

PART 6 – DELETED

PART 7 - REPEAL

45. REPEAL

Business Regulations and Licensing (Rental Units) Bylaw 5814, 1989 and Housing Regulation Bylaw No. 5598, 1986 and all amendments thereto, are hereby repealed.

PART 8 - EFFECTIVE DATE

46. Effective Date

This bylaw shall come into effect upon its adoption. (July 12, 2004)