

Ca2
BC
MA
96S75

STANDARDS OF MAINTENANCE: A GUIDE AND A MODEL BYLAW




**BRITISH
COLUMBIA**
Ministry of
Municipal Affairs
and Housing

Ca2
BC
MA
96575

STANDARDS OF MAINTENANCE:

A GUIDE AND A MODEL BYLAW

September 1996

Canada Mortgage and Housing Corporation
Société canadienne d'hypothèques et de logement

Canadian Housing Information Centre
Centre canadien de documentation sur
l'habitation



Acknowledgments

The Ministry of Municipal Affairs and Housing would like to acknowledge the valuable input received from local government building inspectors and community planners from municipalities across British Columbia, by staff at the Union of British Columbia Municipalities, by staff at the Rental Housing Council of British Columbia and by representatives of tenants advocate groups in preparing this model bylaw.

Rabnett Makaroff Planning Consultants Ltd. provided assistance in preparing the model bylaw.

Canadian Cataloguing in Publication Data
Main entry under title:
Standards of maintenance

ISBN 0-7726-2974-9

1. Rental housing - British Columbia - Maintenance and repair. 2. Rental housing - Law and legislation - British Columbia. 3. Model ordinances - British Columbia. I. British Columbia. Ministry of Municipal Affairs and Housing.

KEB224.S73 1996 346.71104'34 C96-960250-2
KF590.S73 1996

Table of Contents

Acknowledgments

Introduction

Customizing the Bylaw for Your Community.....	1
Compliance With Other Local Regulations	1
Public Consultation Process	2
Definitions	2
Responsibility for Administration	2
Notice to Comply	2
Penalties and Enforcement	3
Inclusion of Provisions to Regulate Hotels	4
Other Considerations	4
Appeal Process	4
 What the Legislation Says About Standards of Maintenance	 5
Tenancy Agreement.....	5
Residential Premises	5
Hotel Accommodation	5
Hotel Tenants	6
Licensed and Unlicensed Community Care Facilities.....	6
Residential Property.....	7
Allowable Standards	7
Unauthorized Suites.....	7
 Maintaining Standards Using the <i>Residential Tenancy Act</i>.....	 8
Regular Repairs	8
Emergency Repairs.....	8
Deliberate Damage.....	9
 A Model, Not a Prescription	 9
 A Model Standards of Maintenance Bylaw	 1

Introduction

Over the last few years, the provincial government has provided local government with several new planning powers to assist in planning and protecting affordable housing. As a result of amendments to the *Municipal Act* adopted in July 1994, local governments can now enact a standards of maintenance bylaw to enforce basic levels of maintenance for rental accommodation. Local governments will be able to use this bylaw to ensure that apartment buildings, secondary suites, houses and condominiums that are rented and any other types of rental housing meet minimum standards of comfort and safety.

A standards of maintenance bylaw provides local government with the ability to meet the needs of tenants who live in unsafe and unhealthy accommodation due to poor building maintenance. The province has heard from many tenants who are frustrated by the sub-standard and deteriorating housing conditions in which they find themselves. The 1992 report of the Provincial Commission on Housing Options noted that while the location and extent of poor housing was generally well known to community organizations and local government officials, there was no mechanism to allow local officials to require improvements. Local governments also indicated an interest in using a standards of maintenance bylaw to expand their authority to maintain the affordable housing stock in their community and protect it from premature demolition.

The Commissioners concluded that most municipalities would be willing to enact minimum maintenance standards bylaws if they had the authority to do so.

Now that the authority to adopt a standards of maintenance bylaw exists, a model bylaw has been provided to serve as a starting point for use in drafting a bylaw suited to local conditions.

Customizing The Bylaw For Your Community

A model standards of maintenance bylaw makes up the last section of this guide. This section includes some points about how to ensure that the bylaw meets community needs.

Compliance With Other Local Regulations

A standards of maintenance bylaw will, of course, have to be consistent with current local regulations and municipal bylaws, such as the zoning bylaw, noise and nuisance bylaw, unsightly premises bylaw and refuse bylaw. Before passing a standards of maintenance bylaw, council may wish to evaluate existing regulations and decide whether the standards of maintenance bylaw can complement other enforcement activities. For example, the *Fire Services Act*, the *Health Act* and other bylaw provisions provided by the *Municipal Act* (such as Section 932, Nuisances and Disturbances) provide other opportunities to regulate specific aspects of rental

accommodation. In addition, section 1025 of the *Municipal Act* provides the possibility of broader powers for regulating the condition of rental properties that have heritage significance.

Public Consultation Process

Local governments may want to conduct some form of public consultation process to determine the level of need and support for a standards of maintenance bylaw. Organizations that may desire input and participation include property owners associations, tenant groups and neighbourhood planning committees.

Definitions

Prior to drafting a standards of maintenance bylaw, municipalities should review the definitions section of the model bylaw in light of the definitions that are used within the municipal zoning and other related bylaws. In section 2 of the model bylaw, provision is made for *Municipal Act* and the *Interpretation Act* definitions to apply when not specified in the bylaw.

Several of the definitions in the model bylaw have been taken directly from the *Residential Tenancy Act*. This is because the *Municipal Act* ties the provision for standards of maintenance to specific terms found in the *Residential Tenancy Act*. These definitions should only be changed following legal advice and a review of the *Residential Tenancy Act*.

Responsibility for Administration

The model bylaw assumes that the building inspector will administer the bylaw. There are parts of the model bylaw that assume technical knowledge of electrical, gas and plumbing building standards. Local governments should determine if they have the expertise available to inspect these parts of the home. Consideration should be given to excluding them if it is simply impractical to enforce these parts of the bylaw.

Notice to Comply

The bylaw can make a provision for the Building Inspector to serve a notice to comply and to state the consequences of failure to comply with the notice. The Building Inspector should follow the same procedures for notices under this bylaw as would be followed under other bylaws.

It is suggested that a procedures manual be prepared which addresses such issues as the service of notice. These procedures could be adopted as policies of council but not be incorporated into the actual bylaw itself.

The procedure manual should address how notice will be served to property owners who do not live in the community or where the property is held by a numbered company. The procedure manual could also include a process for keeping the tenant and complainant informed, subject to freedom of information legislation and privacy protection policies.

Penalties and Enforcement

There are a number of penalties or enforcement tools which a municipality may use to address situations where a property owner fails to comply with a standards of maintenance bylaw.

Municipalities will want to consider the utility of the methods they currently use to enforce bylaws and the resources they have available in order to determine which tools will work best.

The Offence Act. The model bylaw assumes that the municipality will prosecute the property owner in court for contravening the bylaw. The maximum penalty currently allowed under the *Offence Act* is \$2000. Should local governments adopt section 7, “Penalties” as in the model bylaw, no amendment needs to be made to the bylaw if and when the *Offence Act* limit is changed.

Municipal Tickets. As an alternative to seeking a summary conviction and penalties under the *Offence Act*, the municipality may want to consider implementing a “Municipal Ticket Information Authorization Bylaw” and deal with offences to the standards of maintenance bylaw by ticketing. The authority to use ticketing as a means of enforcing bylaws and the fines that can be charged are found in section 934.1 of the *Municipal Act*.

Licence Remedies. If the property owner has a business licence to rent accommodation under section 498 of the *Municipal Act*, the municipality may want to consider suspending the licence under section 513 of the *Municipal Act*, if the owner has been convicted of an offence under the standards of maintenance bylaw. Another remedy under section 513 is revocation of the licence. This remedy is only available after a show cause hearing under section 513(3).

Notice on Title. A council may also, by resolution, decide to file a notice in the land titles office against the title of a property that does not comply with the standards of maintenance bylaw. This notice serves as a warning to future purchasers of the property and may serve as an immediate incentive to the current owner to comply. The process that council must follow is detailed in section 750.1 of the *Municipal Act*.

Bylaw Contravention Notice.

Section 735 of the *Municipal Act* enables local government, by bylaw, to bring a building up to a standard specified in a bylaw where the building contravenes a bylaw. If this part of the Act is being used, the council must provide 30 days written notice to the owner, tenant or occupier of the real property. The owner, tenant or occupier of the real property have 10 days to make an appeal which would be heard in court where an order will be made.

Local Government Remedial Action.

Section 299 of the *Municipal Act* gives council general authority to, by bylaw, take remedial action on a building that does not comply with a bylaw, if the property owner fails to take the action, following a municipal inspection. The local government may also recover the expenses, costs and interest incurred through this action by adding them to municipal taxes payable on that property.

Inclusion of Provisions to Regulate Hotels

Each community will have to decide whether or not to have specific regulations for hotels used as residential premises. The bylaw includes some of the basic categories for regulating hotels. Aspects not included in the model bylaw, such as minimum dimensions of housekeeping units, will vary between local governments depending upon municipal land use bylaws.

Other Considerations

In regions where ice, snow and freezing temperatures are common, municipalities may want to add specific standards of maintenance for 1) plumbing facilities, 2) heating systems, and 3) the provision of heating fuels. These standards would be intended to prevent the freezing of water lines, the failure of heating systems and the prevention of accidents and hazards.

Appeal Process

Each local government will have to decide on whether or not the bylaw should include a process for landlords or property owners to appeal a notice to comply with the bylaw.

There are a number of options which may be included in the appeal process. These include whether the process should:

- consist of an appeal to Council;
- consist of a set of maximum time frames in which the appeal will be considered (i.e. "... if submitted within 15 days of the serving of the Notice to Comply.");
- include a list of reasons that may be considered valid for the appeal (i.e. the required works would exceed the standards of maintenance bylaw);
- include a process for dismissing an appeal.

Administrative fairness should be a principle in developing an appeal process. For example, the property owner should be given reasonable periods of time to make an appeal and be given ample opportunity to make a representation stating their case.

What The Legislation Says About Standards of Maintenance

Section 734 (1) of the *Municipal Act* states that a council may,

“for the health, safety and protection of persons and property, and subject to the *Health Act* and the *Fire Services Act* and their regulations, by bylaw (n) require the maintenance of “residential premises” as defined in the *Residential Tenancy Act* that are subject to a “tenancy agreement” as defined in that Act, in accordance with the standards specified in the bylaw, to the extent that the standards do not exceed those established by the building code for the Province established by the Minister under section 740 (of the *Municipal Act*).”

Tenancy Agreement

In the *Residential Tenancy Act*, a “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.

Residential Premises

Purpose built apartment buildings, secondary suites, housing complexes built with federal or provincial funds (social housing) and individual houses that are subject to a tenancy agreement would clearly be included as residential premises. The definition of a “residential premises” found in the *Residential Tenancy Act* also includes:

- 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.

Hotel Accommodation

“Residential premises” includes a room or premises in a hotel occupied by a hotel tenant and in the *Residential Tenancy Act* 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) in which the landlord resides and which contains fewer than a total of 5 bedrooms or rooms used as bedrooms.

Therefore, a standards of maintenance bylaw would not apply in most boarding or lodging and shared accommodation situations or to commercial tenancies.

Hotel Tenants

In order for hotel accommodation to be subject to a standards of maintenance bylaw, the hotel unit must be occupied by a hotel tenant. As defined by the *Residential Tenancy Act* a hotel tenant means:

“an individual who is

(a) occupying a room or premises in a hotel where the hotel contains rooms or premises that the individual usually occupies as his residence, and

(b) paying rent of less than a prescribed amount per day or, where no amount is prescribed, less than \$20 per day

in circumstances where that occupation is considered, at common law, to be a licence to occupy land or premises, but does not include an individual who is occupying a room or premises in a hotel that has a peak season during which the daily rent for the room or premises has, in a peak season within the previous 12 months, exceeded the maximum amount of the daily rent that can be paid by a hotel tenant under paragraph (b).”

Licensed and Unlicensed Community Care Facilities

There are a variety of licensed and unlicensed care facilities and semi-care services within the province. If a community care facility is either owned or operated by a non-profit organization, it is unlikely to be considered a residential premises as defined by the *Residential Tenancy Act* and therefore cannot be subject to a standards of maintenance bylaw.

In the case of all other community care facilities, there are many factors to consider in determining whether a standards of maintenance bylaw would apply. In some cases, the contractual agreement between the facility and the facility user may imply that a residential tenancy agreement exists and therefore the standards of maintenance bylaw may also apply.

For example, in circumstances where compensation is given for residency as part of the agreement for exclusive possession of the premises, a security deposit is given, or if one month's notice is required to be given by the parties to vacate the premises, then the occupation may constitute a tenancy agreement. Where the relationship is unclear, an arbitrator may make an order whether the *Residential Tenancy Act* is applicable and the occupancy is a residential tenancy as defined in the Act.

Residential Property

The *Residential Tenancy Act* also includes a definition of residential property which assists in determining the scope of the definition of residential premises. A residential property is “a building in which, and includes land on which, residential premises are situated.” A standards of maintenance bylaw can clearly deal with all living areas, but in some cases may not extend to the yard and buildings and parts of the building external to the actual living areas such as elevators, lobbies and hallways.

Local government can use the “unsightly property” provisions of the *Municipal Act* and sections of the *Fire Services Act* to deal with maintenance and safety issues on the property and the *Health Act* to deal with a range of sanitary and health issues related to the upkeep of the property.

Allowable Standards

The legislation is clear that a standards of maintenance bylaw can not set standards that exceed those in the current British Columbia Building Code. Municipalities have the ability to exceed the British Columbia Building Code when they adopt building standards bylaws; however, in the case of a standards of maintenance bylaw, the provincial standards apply.

It is also important to note that the Building Code does not establish maintenance standards, it provides the minimum standard for new construction,

or some alterations or renovation to existing structures. Therefore, while a complaint about a residential rental accommodation may result in improved living conditions, not every complaint will result in achieving the current Building Code standard.

Unauthorized Suites

It should be noted that compliance with the provisions of a standards of maintenance bylaw does not imply that the rental unit has satisfied the requirements of other bylaws. For example, it may be possible in some municipalities that a complaint by the tenant under the standards of maintenance bylaw will result in the owner of an unauthorized (or illegal) secondary suite being required to upgrade facilities or standards, without necessarily having the unit shut down.

At a later date, however, a complaint by a neighbour with respect to the zoning bylaw may result in the shutting down of the unit due to the fact that it is not a permitted use in that zone.

Maintaining Standards Using *The Residential Tenancy Act*

While a standards of maintenance bylaw will provide a useful tool to ensure safe and healthy rental accommodation, it is important to note that the *Residential Tenancy Act* does spell out both tenants' and landlords' responsibilities for dealing with regular and emergency repairs.

Regular Repairs

If tenants believe that a routine repair is required to their rental premises, they should first ask the landlord to make the repair. If the landlord does not make the repair, the tenant can apply for arbitration. If an arbitrator orders the landlord to make the repair and the landlord still does not do it within the time limit given by the arbitrator, the order may also permit the tenant to spend up to one month of rent to complete the necessary repairs. Or, the arbitrator may order that the tenant pay a lower rent to match the reduced value of the suite until the ordered repairs have been made by the landlord. For example, if one of the two bedrooms in the suite can not be used because repairs have not been made, the arbitrator may reduce the rent to that of a one-bedroom suite.

Emergency Repairs

Under recent amendments to the *Residential Tenancy Act*, a tenant of a residential premises may be permitted to make emergency repairs to the residential

property or premises. The new section 9.2 of the *Residential Tenancy Act* states the conditions and circumstances under which a tenant is entitled to make emergency repairs.

Situations requiring emergency repairs include blocked or major leaks to water pipes, sewer pipes or plumbing fixtures, a major leak in the roof, inoperable central or primary heating systems, and defective locks that would let anyone enter the premises without a key. In order to be considered emergency repairs, the need for repairs must be urgent and necessary for the health and safety of persons or the preservation and use of the residential property or residential premises.

Landlords must post an emergency contact name and telephone number in an easy-to-see place in the rental premises. If the tenant has made at least two reasonable efforts to reach the landlord or the landlord's emergency contact person and no one has responded within a reasonable period of time, the tenant can have the emergency repairs done. The tenant must provide receipts and a written account of what happened, and the landlord must reimburse the tenant for reasonable repair costs. If the landlord does not reimburse the tenant for some or all of the repair costs, the tenant may deduct the remaining amount from subsequent rent payments. If the landlord disagrees with the repairs or the costs, the landlord may apply for arbitration to resolve the dispute.

Deliberate Damage

Should a tenant deliberately damage a rental property, the landlord can apply for assistance at the Residential Tenancy Branch. An Information Officer may, with the landlords permission, contact the tenants to let them know that an arbitrator may order the tenants to pay for any repair costs for damages to the suite. Tenants could also be subject to a \$5,000 fine.

For more information on the use of the *Residential Tenancy Act* for repairs, contact:

The Residential Tenancy Branch
Telephone: 1-800-665-8779

A Model, Not a Prescription

The following model standards of maintenance bylaw provides an example which local governments can alter, modify or customize to suit their particular needs and community concerns. The resources available to the community for inspections and the capacity to enforce the bylaw must also be taken into account. Each community must carefully examine the model to ensure that it meets the needs and standards that are unique to that community.

It is strongly recommended that local governments obtain legal advice from their solicitors when modifying or adopting the model bylaw.

The model standards of maintenance bylaw is designed to serve as a starting point for those communities where tenants have expressed concern about their ability to ensure safe and healthy rental accommodation. Any questions can be directed to:

Housing Policy and Program
Development Branch
Ministry of Municipal Affairs and Housing
P.O. Box 9491 Stn. Prov. Govt.
Victoria, BC V8W 9N7
telephone: 387-7088
fax: 387-5120

A MODEL STANDARDS OF MAINTENANCE BYLAW

The Government of British Columbia
strongly recommends that local governments obtain
legal advice from their solicitors when adopting
or modifying the model bylaw.

**A MODEL STANDARDS OF MAINTENANCE BYLAW
TABLE OF CONTENTS**

PART 1 - TITLE AND INTERPRETATION	III
1 Title	III
2 Definitions	III
PART 2 - ADMINISTRATION AND ENFORCEMENT	VI
3 Application	VI
4 Responsibility for Administration	VI
5 Building Inspector's Right of Entry	VI
6 Notice to Comply to Bylaw Standards	VI
7 Penalties	VI
8 Owner's Duties and Obligations	VI
9 Severability	VI
10 Compliance With Other Bylaws	VI
PART 3 - MAINTENANCE STANDARDS	VII
11 Structural Integrity	VII
12 Foundations	VII
13 Exterior Walls	VII
14 Exterior Doors and Windows	VIII
15 Roofing	VIII
16 Stairs, Balconies and Porches	VIII
17 Basements	VIII
18 Floors	IX
19 Walls and Ceilings	IX
20 Plumbing and Plumbing Fixtures	IX
21 Gas Appliances and Systems	IX
22 Heating Systems	X
23 Electrical Systems and Lighting	X
24 Ventilation	X
25 Interior Fire and Health Safety Hazards	X
26 Maintenance Standards for Hotels	XI
PART 4 - EFFECTIVE DATE	XII
27 Effective Date	XII

MUNICIPALITY OF X STANDARDS OF MAINTENANCE BYLAW

A bylaw to prescribe standards for the maintenance of rental residential premises.

Therefore, the Council of the Municipality of X pursuant to Section 734 (1) (n) of the *Municipal Act* in open meeting assembled, enacts as follows:

PART 1 - TITLE AND INTERPRETATION

1 TITLE

This bylaw may be cited as the “Rental Premises Standards of Maintenance Bylaw No. xxx, 19xx”.

2 DEFINITIONS

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

“**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 pillow cases;

“**building**” means any structure used or intended for supporting or sheltering any use or occupancy;

“**Building Inspector**” means a person who has been assigned the responsibility for administering bylaws enacted to regulate the construction, alteration, repair or demolition of buildings and structures;

“**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;

“dwelling unit” means one or more self-contained rooms provided with sleeping, cooking and sanitary facilities, intended for domestic use, and used or intended to be used permanently or semi-permanently as a residence;

“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) 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, sublessor, 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 X;

“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;

“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 2 - ADMINISTRATION AND ENFORCEMENT

3 APPLICATION

This bylaw applies to rental accommodation in the Municipality of X.

4 RESPONSIBILITY FOR ADMINISTRATION

The Building Inspector is authorized to administer this bylaw.

5 BUILDING INSPECTOR'S RIGHT OF ENTRY

The Building Inspector is authorized to enter, at all reasonable times on any property that is subject to this bylaw to ascertain whether the requirements of this bylaw are met. The Building Inspector shall, on request, show proper identification.

6 NOTICE TO COMPLY TO BYLAW STANDARDS

The Building Inspector may direct an owner whose rental accommodation fails to meet the requirements of this bylaw to remedy the non-compliance within the time stated by the Building Inspector in a written notice to comply delivered to the owner.

7 PENALTIES

A person who contravenes this bylaw commits an offence and upon summary conviction, is punishable in accordance with the *Offence Act*.

8 OWNER'S DUTIES AND OBLIGATIONS

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

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.

10 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.

PART 3 - MAINTENANCE STANDARDS

11 STRUCTURAL INTEGRITY

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.

12 FOUNDATIONS

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

13 EXTERIOR WALLS

- (1) Exterior walls and their components shall be maintained;
 - (a) in good repair,
 - (b) weather tight,
 - (c) free from loose or unsecured objects and materials, and
 - (d) in a manner so as to prevent or retard deterioration due to weather or infestations.
- (2) 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.
- (3) Exterior wall facings, projections, cornices and decorative features shall be maintained in good repair, safely and properly anchored.
- (4) Mechanical ventilating systems and their supporting members shall be maintained in good repair and in a safe mechanical condition.

14 EXTERIOR DOORS AND WINDOWS

- (1) Exterior doors, and windows, skylights, and hatchways shall be maintained in good repair and weather tight.
- (2) Openings in exterior walls, other than doors and windows, shall be effectively protected to prevent the entry of rodents, insects or vermin.
- (3) Latching and locking devices on separate entrances to the rental accommodation, shall be maintained in good working order. Latching and locking devices on windows shall be maintained in good working order.

15 ROOFING

- (1) 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 residential premises.

16 STAIRS, BALCONIES AND PORCHES

- (1) 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.

17 BASEMENTS

- (1) Basement floor drains shall be maintained in good condition.
- (2) 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.

18 FLOORS

- (1) 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.
- (2) Where floors are covered, the covering shall be maintained in a safe condition.
- (3) Shower room floors, toilet room and bathroom floors shall be covered with moisture resistant floor finishes, and in such condition as to permit easy cleaning.

19 WALLS AND CEILINGS

- (1) Interior walls and ceilings shall be maintained in good repair and free from holes, or loose or broken plaster that may create health, fire or accident hazards.

20 PLUMBING AND PLUMBING FIXTURES

- (1) 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.
- (2) 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) and a maximum of 60 C (140 F).

21 GAS APPLIANCES AND SYSTEMS

- (1) All gas systems and appliances shall be maintained in safe working order and repair.
- (2) 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.

22 HEATING SYSTEMS

- (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 C (72 F) measured at a point 1.5 meters (5 feet) from the floor, and in the centre of the room.
- (2) Where heating equipment or part of it or any auxiliary heating system burns solid or liquid fuel, a place or receptacle for the storage of such fuel shall be provided and safely maintained in a convenient location and so constructed as to be free from fire or accident hazards.

23 ELECTRICAL SYSTEM AND LIGHTING

- (1) Electrical wiring and lighting equipment, including circuits, fuses, circuit breakers, electrical equipment and electrical heating systems shall be maintained in good working order.
- (2) Adequate levels of artificial lighting shall be maintained in good working order in all rental accommodation.

24 VENTILATION

- (1) All systems of ventilation, mechanical or natural shall meet the manufacturers' installation requirements, and be maintained in good working order.

25 INTERIOR FIRE AND HEALTH SAFETY HAZARDS

- (1) 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.

26 MAINTENANCE STANDARDS FOR HOTELS

- (1) In hotel rental accommodation;
 - (a) surfaces of interior walls and ceilings shall be maintained in a clean and sanitary condition, and
 - (b) 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.
- (2) Every hotel operator shall ensure that;
 - (a) in 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, and
 - (b) where provided in a community kitchen, the sink, cooking facility and food storage shall be maintained in safe and healthy working order.
- (5) Except where it is specifically agreed to be provided by the tenant, every hotel operator who provides bedding, mattresses, mattress covers and towels shall maintain them in a clean and sanitary condition.
- (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.

PART 4 - EFFECTIVE DATE

27 EFFECTIVE DATE

This bylaw shall come into effect upon its adoption.

Read a first time this ____ day of _____ (month), 19__.

Read a second time this ____ day of _____ (month), 19__.

Read a third time ____ day of _____ (month), 19__.

Reconsidered, finally passed and adopted this ____ day of
_____ (month), 19__.

Mayor

Clerk



Queen's Printer for British Columbia©
Victoria, 1996

MR 2729

