

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 7931

A Bylaw to prescribe standards for the maintenance and prevention of nuisances at rental residential premises

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

PART I: TITLE

1. This Bylaw shall be known and cited for all purposes as **“Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw, 2008, No. 7931”**.

2. PART I: INTERPRETATION

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 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 and shall include a Building Official as defined in the City of North Vancouver Construction Regulation Bylaw;

“City” means The Corporation of the City of North Vancouver;

“community kitchen” means a room not part of a dwelling unit or housekeeping unit and designed or intended for 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 which may be otherwise lawfully permitted under the *City’s Business Regulations and Licensing Bylaw*.

“cooking facility” means an appliance in or upon which food may be heated;

“Council” means the duly elected council of The Corporation of The City of North Vancouver;

“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;

“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:

1. pro-rata cost of police and *City* staff salaries, including all fringe benefits;
2. pro-rata cost of using police, fire and *City* equipment and vehicles;
3. pro-rata administration costs incurred by the *City* in responding to a *nuisance service call* or abating a *nuisance*;
4. the pro-rata cost of police dogs assisting police officers;
5. the cost of repairs to damaged *City* equipment, vehicles or property; and
6. the cost of providing medical treatment for injured police officers and *City* officials.

“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

1. 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
2. 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;

“Inspector” means the person or persons, designated from time to time, to enforce the requirements of this bylaw and shall include a Property Use Inspector, Bylaw Enforcement Officer or Building Inspector;

“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;

“last known address” means the address shown on the property taxation records of the City of North Vancouver 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.

“municipality” means The Corporation of the City of North Vancouver;

“nuisance” means any activity, conduct or condition occurring in or near *residential premises* 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.

“nuisance service call” means the City or police response to and abatement of any activity, conduct or condition occurring on or near *residential premises* 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 *residential premises*:

1. 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 *rental premises*, *residential property* or the neighbourhood;
2. conduct, activities or conditions which constitute a violation of any Federal or Provincial statute prohibiting or regulating *controlled substances*, prostitution, alcohol or firearms; and

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

“**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

1. a manufactured home;
2. a manufactured home pad;
3. a room or premises in a hotel occupied by a hotel tenant;
4. caretaker’s premises; and
5. 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 Corporation of the City of North Vancouver.

4. AUTHORIZATION OF 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. INSPECTOR’S RIGHT OF ENTRY

The Inspector is authorized under the provisions of the Community Charter, Section 16, 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 Inspector shall display or show proper identification.

6. NOTICE TO COMPLY TO BYLAW STANDARDS

The 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 Inspector in a written notice to comply delivered to the owner.

7. OFFENCES AND PENALTIES

A person who

- (a) prevents, obstructs or attempts to prevent or obstruct a Building Inspector, authorized by this bylaw, from entering onto any property,
- (b) causes, suffers or permits any act or thing to be done in contravention of or in violation of this bylaw,
- (c) violates any provision of this bylaw,
- (d) neglects or refrains from doing anything required to be done by any provision of this bylaw, commits an offence and upon summary conviction, may be subject to a maximum fine of \$10,000, six (6) months imprisonment, or both.

8. Each day that a violation is permitted to exist constitutes a separate offence.

9. OWNER'S DUTIES AND OBLIGATIONS

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

10. TENANT REGISTER

Every person issued a business license by the City for the purpose of suite rentals in respect of residential property shall maintain a current register containing the name and previous address of every *tenant* residing in each *rental accommodation* and shall produce the register for review by the *Inspector* upon request.

11. 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 by the City to require pro-active property management through the implementation of the property management practices recommended by the North Vancouver 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 accepted Crime Prevention Through Environmental Design (CPTED) recommendations and City Bylaws.

12. SEVERABILITY

In the event that a Court of competent jurisdiction declares any portion of this bylaw ultra vires, 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.

13. COMPLIANCE WITH OTHER LAWS

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

14. 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.

15. FOUNDATIONS

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

16. 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.

17. EXTERIOR DOORS AND WINDOWS

1. Exterior doors, 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 doors and windows to the rental accommodation shall be maintained in good working order.

18. ROOFING

1. The roof, including the flashing, fascia, soffit, cornice, eavestroughs and downspouts shall be maintained in good repair so as to prevent leakage of water into the residential premises.
2. Roof water shall be drained to prevent water from spilling onto sidewalks, driveways, stairways or landings and from entering into the building or causing soil erosion.

19. FIRE ESCAPES, STAIRS, BALCONIES, PORCHES AND LANDINGS

Fire escapes, stairways, balconies, porches and landings shall be maintained in a safe and clean condition, in good repair, and free from holes, cracks, excessive wear and warping, and hazardous obstructions.

20. 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.

21. 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. Bathroom floors shall be covered with moisture resistant floor finishes, and in such condition as to permit easy cleaning.

22. INTERIOR WALLS AND CEILINGS

Interior walls and ceilings shall be maintained in good repair and free from holes, or loose or broken plaster.

23. PLUMBING AND PLUMBING FIXTURES

1. All plumbing, including plumbing fixtures, drains, vents, 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 a minimum temperature of 45C (113 F) and a maximum of 60 C (140 F).

24. GAS APPLIANCES AND SYSTEMS

All gas systems and appliances shall be maintained in safe working order and repair.

25. HEATING SYSTEMS

A heating system shall be provided, maintained in good repair and capable of providing and maintaining air temperature at 20 degrees Celsius in each room of a dwelling unit measured from a point in the centre of a room 1.5 metres above the floor.

26. ELECTRICAL SYSTEM

Electrical wiring circuits, fuses, circuit breakers, electrical equipment and electrical heating systems shall be maintained in good working order.

27. LIGHTING AND VENTILATION

All common or public hallways, stairways, entrances and exits of a building containing residential premises shall be provided with artificial lighting and shall be illuminated at all times.

- 28.** Artificial lighting and mechanical or natural ventilation shall be provided for in each room of a dwelling unit and maintained in good repair.

29. COOKING AND REFRIGERATION EQUIPMENT

All cooking facilities and food storage refrigeration units provided for the use of an occupant shall be maintained in good repair.

30. INTERIOR FIRE AND HEALTH SAFETY HAZARDS

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.

31. ELEVATORS

1. Every elevator in *residential premises* 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.
2. All elevator parts and appendages, including lighting fixtures, lamps, elevator buttons, floor indicators and ventilation fans, shall be kept in good repair and operational.

32. 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.

PART 4 – LODGING HOUSES

Interpretation

“**Common kitchen**” means one or more rooms, not part of a dwelling unit, or a housekeeping unit used by lodgers to prepare food.

“**Housekeeping unit**” means a sleeping unit containing a cooking facility and a sink.

“**Lodging house**” means any building containing three or more units separately occupied and includes a hotel, motel, apartment building, rooming house and boarding house but does not include a single-family residential building, a duplex building, a self owned apartment or a building managed by a strata corporation pursuant to the Strata Title Act.

“**Lodging house Operator**” means the owner or the person in control of the daily operations and maintenance of a lodging house.

“**Sanitary facility**” means any toilet, urinal, bathing unit or hand basin.

“**Sleeping unit**” means one or more rooms used for sleeping and sitting.

“**Unit**” includes a dwelling unit, housekeeping unit and a sleeping unit.

LODGING HOUSE STANDARDS

- 33.** A sleeping unit shall have at least one room with a floor area not less than 9.3 square meters and be provided with a bed and facilities for storing the occupant’s clothing and personal effects.
- 34.** A housekeeping unit shall have at least one room with a floor area not less than 14 square meters and be provided with a sink, a cooking facility, a bed, a refrigeration unit providing not less than .056 cubic meters for food storage and facilities for storing the occupant’s clothing and personal effects.
- 35.** A lodging house shall contain
 - (a) no fewer than one hand basin for every three sleeping units
 - (b) no fewer than one bathroom for every five sleeping units
 - (c) no fewer than one bathroom for every three housekeeping units.

36. A sanitary facility serving more than one sleeping unit or housekeeping unit shall
- (a) be accessible from a common area inside the building
 - (b) be constructed to ensure privacy of the user
 - (c) be capable of having the door or doors locked from the inside only, and
 - (d) contain a supply of hand soap and toilet paper.
37. A common kitchen shall contain a two-compartment sink with drain boards, a cooking facility and a refrigeration appliance providing not less than .06 cubic meters of food storage space for each person it is intended to service.
38. Each housekeeping unit and each dwelling unit shall contain a refrigeration appliance providing not less than .06 cubic meters for food storage for each person occupying a unit.
39. An owner or lodging house operator shall ensure that
- (a) bedding provided in a unit in a lodging house is cleaned or replaced with clean bedding at least once every seven days or, after a tenant vacates and before another tenant occupies the unit.
 - (b) furniture in a furnished unit is kept clean and in good repair.
 - (c) Each unit is identified by a different number or letter or combination of both securely affixed and clearly visible outside the entrance to each unit.

PART 5 – NUISANCES

40. 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 premises* 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 premises* an *excessive nuisance abatement fee* in accordance with the amounts prescribed in Appendix “A” of this bylaw for each additional *nuisance service call* responded to at that *residential premises* within the twenty-four (24) month period following the *Inspector’s* notice referred to in Section 40(b).

- (b) Prior to imposing an *excessive nuisance abatement fee*, the *Inspector* shall first provide written notice to the *owner* of the *residential premises* 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 premises*,

and:

- I. informing the *owner* that the nuisance conduct, activity or condition must be abated within 30 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 reoccur; 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 40(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 premises* 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 premises*, as taxes in arrears.
- (e) Nothing in this Section 39 shall be construed to limit the *City's* other available remedies for violation of this or any other *City* bylaw.

41. Pest Control

- (a) All buildings containing *residential premises* or *units* shall be kept free of mice, rats, bed bugs, cockroaches and other vermin and from conditions which may encourage infestations of pests.
 - (b) All garbage and refuse shall be stored in proper receptacles and shall be removed in accordance with the requirements of all applicable *City* bylaws.
 - (c) Garbage bags containing garbage shall be stored only within an enclosed garage or in a covered garbage receptacle.
 - (d) Every *building* containing *residential premises* or *units* shall provide a garbage storage facility or a sufficient number of suitable receptacles or containers that are readily accessible to all occupants and sufficient so as to completely contain all garbage, debris and waste.
 - (e) Every receptacle or container provided for the containment of garbage shall be water tight, provided with a tight fitting lid, rodent and pest proof and maintained in a clean and tidy state.
 - (f) 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.
 - (g) 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, obstruct an emergency route or encroach upon *City* property, lane or street.
- 42.** "Rental Premises Standards of Maintenance Bylaw, 1998, No. 6996" and all amendments thereto be rescinded.

43. This bylaw shall come into effect upon its adoption.

READ a first time by the Council on the 21st day of July, 2008.

READ a second time by the Council on the 21st day of July, 2008.

READ a third time and passed by the Council on the 21st day of July, 2008.

RECONSIDERED and finally adopted by the Council, signed by the Mayor and City Clerk and sealed with the Corporate Seal on the 28th day of July, 2008.

“Darrell R. Mussatto”

MAYOR

“Sandra E. Dowey”

CITY CLERK

APPENDIX "A"

Appendix "A" to Bylaw No. 7931, 2008

EXCESSIVE NUISANCE ABATEMENT FEES

1. Police Nuisance Response and Abatement Service Call\$195.00/call
2. City Staff Nuisance Response and Abatement Service Call.....\$50.00/hr
3. Administration Fee.....10% on Total Service Call Fees