RENTAL PREMISES STANDARDS OF MAINTENANCE

BYLAW NO. 8159

EFFECTIVE DATE – DECEMBER 11, 2006
Rental Premises Standards of Maintenance Bylaw No. 8159

The Council of the City of Richmond enacts as follows:

PART 1 - OWNER’S DUTIES AND OBLIGATIONS

1.1 An owner of rental premises must not use, permit the use of, lease, rent or offer to lease or rent any rental unit that does not at all times conform to the minimum maintenance standards for rental premises prescribed in this bylaw.

1.2 An owner of rental premises shall maintain it in accordance with the requirements and standards prescribed in this bylaw.

1.3 Without limiting Sections 1.1 and 1.2, the owner of every rental premises shall be responsible to ensure that all minimum maintenance standards and requirements of this bylaw are maintained, provided and carried out in a timely manner, and that the mandatory requirements of Part 2 of this bylaw are complied with.

PART 2 - PROVISION OF SERVICES AND UTILITIES

2.1 Water

2.1.1 Every hand basin, bathtub, shower and sink in a rental unit shall, at all times when occupied by a tenant, be provided with a continuous and adequate supply of hot and cold running water, and every toilet and toilet tank shall have an adequate supply of running water.

2.1.2 Hot water shall be supplied to a Rental Unit at a minimum temperature of 45 °C (113 °F).

2.2 Heat

2.2.1 Furnaces and other heating equipment installed within a rental premises must be capable of continuously maintaining each room in every rental unit within the rental premises at a minimum 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.

2.2.2 At the request of any tenant of a rental unit, the owner of the rental premises must, without unreasonable delay, provide sufficient heat to the tenant’s rental unit to meet the minimum temperature standard prescribed in subsection 2.2.1
2.3 Light

2.3.1 Adequate levels of artificial lighting shall be maintained in good working order at all times as follows:

<table>
<thead>
<tr>
<th>Room or Space</th>
<th>Minimum Foot Candles *</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) stairway, hall, passageway, sanitary facilities</td>
<td>10</td>
</tr>
<tr>
<td>(b) service room</td>
<td>20</td>
</tr>
<tr>
<td>(c) laundry room</td>
<td>20</td>
</tr>
<tr>
<td>(d) recreation or lounge room</td>
<td>10</td>
</tr>
<tr>
<td>(e) residential room</td>
<td>10</td>
</tr>
<tr>
<td>(f) kitchen, kitchen alcove and kitchen area</td>
<td>30</td>
</tr>
<tr>
<td>(g) task areas, personal grooming areas, reading areas</td>
<td>50</td>
</tr>
</tbody>
</table>

*Measured at a point one (1) meter above the floor, except for space item (g) which shall be measured at task level.

2.4 Mandatory Provision of Services and Utilities

2.4.1 No owner, nor anyone acting on the owner’s behalf, shall discontinue, disconnect, shut off or remove, or cause to be discontinued, disconnected, shut off or removed, 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.

2.4.2 Despite subsection 2.4.1, if a tenant fails to pay service or utility rates or fees and, as a result of the non-payment, the service or utility is discontinued, disconnected, shut-off or removed, the tenant shall be deemed to have caused the discontinuance, disconnection, shutting off or removal of the service or utility.

PART 3 - INTERPRETATION

3.1 In this bylaw:

BUILDING means any structure used, 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.

CITY means the City of Richmond.
COUNCIL means the City Council of the City of Richmond.

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.

HOUSEKEEPING UNIT means a sleeping unit containing a sink and cooking facility.

OWNER means a person who has any legal right, title, estate or interest in a rental premises and shall include, without limitation, the registered owner, a landlord, lessor, sublessor or other person permitting the occupation of a rental unit and 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 PREMISES includes:
(a) a rental unit;
(b) a building or related group of buildings in which one or more rental units are located;
(c) the parcel or parcels of real property on which a building or related group of buildings containing one or more rental units are located.

RENTAL UNIT means a residential living accommodation of any kind rented or intended to be rented to a tenant under a tenancy agreement and includes, without limitation, a dwelling unit, a sleeping unit or a housekeeping unit.

REPAIR includes replacing, making additions or alterations or taking action required for the rental premises to conform to the standards prescribed by this bylaw.

SANITARY FACILITIES means any toilet and toilet tank, urinal, bathtub, shower or hand basin.

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, between a landlord and tenant respecting possession of a rental unit, use of common areas of a rental premises 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:

(a) the estate of a deceased tenant; and

(b) when the context requires, a former or prospective tenant.

3.2 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.

PART 4 - APPLICATION

4.1 This bylaw applies to all rental premises in the City of Richmond.

PART 5 - ADMINISTRATION AND ENFORCEMENT

5.1 Responsibility for Administration

5.1.1 The Building Inspector is authorized to administer this bylaw.

5.2 Building Inspector's Right of Entry

5.2.1 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.

5.3 Notice to Comply to Bylaw Standards

5.3.1 The Building Inspector may direct an owner whose rental premises 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.
5.4 Penalties

5.4.1 Every **person** that contravenes 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 punishable upon conviction in a prosecution under the *Offence Act* and is liable to a maximum fine of up to $10,000.00 and imprisonment for not more than 6 months.

5.5 Severability

5.5.1 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.

5.6 Compliance With Other Bylaws

5.6.1 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 6 – BYLAW CITATION**

6.1 This Bylaw is cited as “*Rental Premises Standards Of Maintenance Bylaw No. 8159*”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

__________________________  __________________________
MAYOR  CORPORATE OFFICER