THE CORPORATION OF DELTA

The Residential Standards of

Maintenance Bylaw No. 6262, 2004

February 23, 2004

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THE CORPORATION OF DELTA

BYLAW NO. 6262

A Bylaw to prescribe standards for the maintenance of rental residential premises

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WHEREAS the *Community Charter* as amended, provides that a municipal council may by bylaw regulate, prohibit and impose requirements for the:

a) health, safety or protection of persons or property;
b) protection and enhancement of the well-being of its community;

AND WHEREAS the *Community Charter* provides that a municipal council may provide for the recovery of costs incurred by the municipality in effecting compliance at the expense of a person who has failed to comply with the bylaw;

AND WHEREAS conditions contrary to the health, safety or protection of persons or property have been found to exist from place to place throughout the municipality and such conditions are contrary to the protection and enhancement of the well-being of the community;

NOW THEREFORE, The Municipal Council of The Corporation of Delta, in open meeting assembled, enacts as follows:

PART 1 – TITLE AND INTERPRETATION

1. This bylaw may be cited for all purposes as **"The Residential Standards of Maintenance Bylaw No. 6262, 2004"**.

2. Definitions

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

   "bathroom" has the definition set out in the Delta Zoning Bylaw 2750, 1977, as amended from time to time;

   "building" means any structure which is used or intended for supporting or sheltering any use or occupancy;

   "inspector" means the Manager of Building and Licences, any Bylaw Inspector or Building Inspector employed by The Corporation of Delta, and any members of the Delta Police Department or the Delta Fire Department;

"dwelling unit" has the definition set out in the Delta Zoning Bylaw 2750. 1977, as amended from time to time;

"landlord" includes a lessor, sublessor, owner or other *person* permitting the occupation of *residential premises*, and his 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*;

"person" includes a corporation, partnership or individual, and the personal or other legal representatives of an individual;

"rental accommodation" means *residential property* subject to a *tenancy agreement*;

"residential property" has the definition set out in the Residential Tenancy Act as amended from time to time;

"residential premises" has the definition set out in the Residential Tenancy Act as amended from time to time;

"repair" includes replacing, making additions or alterations or taking action required for the premises to conform to the standards prescribed in this bylaw;

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

"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*;

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

PART 2 – ADMINISTRATION AND ENFORCEMENT

3. Application

This Bylaw applies to all of the area located within The Corporation of Delta as described in the Letters Patent, as amended from time to time, incorporating the ***Municipality***.

4. Responsibility for Administration

The *Inspector* is authorized to administer this bylaw.

5. Notice to Comply to Bylaw Standards

An *inspector* may, by notice in writing, 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.

6. Compliance with Notice

An owner who receives a notice to remedy any non-compliance with this bylaw must comply with that notice within the time period stated therein.

7. Non-Compliance

If an owner fails to comply with a written notice of the *inspector* within the time specified in the notice, the municipality may by its employees or other persons, at a reasonable time and in a reasonable manner, enter the *property* and effect compliance with this bylaw and all other applicable regulations at the expense of the owner who has failed to comply. Such costs shall be recoverable by the municipality as a debt and in the manner provided by the *Community Charter*.

PART 3 – MAINTENANCE STANDARDS

8. Applicable Standards

Where reference is made to “good repair” or attaining a “safe” condition, that level of maintenance shall ensure that the building or thing satisfies the requirements of the applicable standard of maintenance of any Provincial enactments regarding health, safety, and the protection of persons or property applicable to that building or thing.

9. Structural Integrity

Buildings, including 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.

10. Foundations

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

11. Exterior Walls

a) Exterior walls and their components 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 and 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, safely and properly anchored.

12. Exterior Doors and Windows

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 on 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.
d) Doors providing automobile access to parking garages which provide at least 20 spaces for residential parking shall be:
(i) Maintained at all times in good working order and repair; and
(ii) Kept locked or otherwise inoperable except when in use by authorized users.

13. Roofing

The roof, including the flashing, fascia, soffit, and cornice shall be maintained in good repair in a weather-tight condition so as to prevent leakage of water into the residential premises.

14. Stairs, Balconies, Porches and Landings

a) Stairways, balconies, porches and landings and all required guards and handrails shall be maintained:
   (i) In a safe and clean condition,
   (ii) In good repair, and
   (iii) Free from holes, cracks, excessive wear and warping, and hazardous obstructions.

15. Elevators

Every elevator in any *building* used for residential purposes shall be maintained in a safe operational condition at all times.

16. Basements

a) Basement floor drains shall be maintained in good repair.
b) Floors in a basement shall be maintained in good repair in a dry condition and maintained in a safe condition free from major cracks, breaks or similar conditions which would create an unsafe condition or allow the entrance of water into the basement.

17. 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 good repair.
c) 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.

18. Walls and Ceilings

Interior walls and ceilings shall be maintained in good repair and free from mould, holes, loose or broken plaster or other defects that may create health, fire or accident hazards.

19. 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 repair and working order, free from leaks or other defects and protected from freezing.

b) Every wash basin, bathtub, shower and *sink* shall have a supply of hot and cold water that meets the minimum standard described in the British Columbia Building Code and every toilet and toilet tank shall have a supply of water that meets the minimum standard described in the *British Columbia Building Code*, as amended from time to time.

c) Hot water shall be supplied at a minimum temperature of 45°C (113°F) and a maximum of 60°C (140°F).

20. Gas Appliances and Systems

a) All gas systems and appliances shall be maintained in good repair and safe working order.
b) All systems of appliance venting shall be maintained in good repair and safe working order so as to prevent the creation of health, fire or accident hazards.

21. Heating Systems

a) Heating equipment shall be maintained in good repair and safe working condition free from fire and accident hazards, so as to attain and maintain, at all times, every room at a temperature of 22°C (72°F) measured at a point 1.5 metres (5 feet) from the floor and in the centre of the room.
b) 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 maintained in good repair and a safe condition in a convenient location and so constructed as to be free from fire or accident hazards.

22. 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) Levels of artificial lighting shall be provided and maintained in good repair to the level described in the *British Columbia Building Code,* as amended from time to time, for that use and occupancy in all “residential property”.

23. Ventilation

All systems of ventilation, mechanical or natural, shall meet the manufacturer’s installation requirements and be maintained in good working order.

24. Interior Fire Safety Hazards

Walls, floors and roof constructions, including fire protective closures, sprinkler systems, including fire alarm and detections 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.

PART 4 – OTHER

25. Penalties

Any *owner* or *occupant* who contravenes, suffers or permits any act or thing to be done in contravention of, or neglects or refrains from doing anything required to be done pursuant to the provisions of this bylaw, or any notice issued under this bylaw, commits an offense punishable on summary conviction, and shall, in addition to any other provision of this Bylaw, be liable to a fine not exceeding the sum of $5,000.00.

Where an offense is a continuing offense, each day that the offense is continued shall constitute a separate and distinct offense.

Prosecution of a *person* pursuant to this bylaw does not exempt or relieve the *person* from the remediation provisions of this bylaw.

26. Owner's Duties and Obligations

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

27. 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.

28. 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.

29. Disclaimer of Warranty or Representation

Inspections made by an *inspector*, shall not constitute a representation or warranty that the Bylaw has been complied with or that the building or structure meets any standard of materials or workmanship. No person shall rely on any action, acceptance or inspection carried out by an *inspector* as assurance in establishing compliance with the Building Code, this Bylaw or any standard.

READ A FIRST time the **9th** day of **February, 2004**.

READ A SECOND time the **9th** day of **February, 2004**.

READ A THIRD time the **9th** day of **February**, **2004**.

FINALLY CONSIDERED AND ADOPTED the **23rd** day of **February, 2004**.

" Lois E. Jackson "

Lois E. Jackson
Mayor

" Gil Mervyn "

Gil Mervyn
Municipal Clerk