



**DISTRICT OF HOUSTON
STANDARDS OF MAINTENANCE
BYLAW NO. 1108, 2020**

A bylaw to prescribe standards for the maintenance for residential dwellings and rental accommodations within the District.

WHEREAS the intent of the Standards of Maintenance Bylaw is to protect and enhance the well-being of the community, and to prescribe standards for the maintenance of residential dwellings and rental accommodations;

AND WHEREAS pursuant to Section 8(3)(g) of the *Community Charter* the Council of the District may regulate residential property subject to a tenancy agreement;

AND WHEREAS pursuant to section 64 of the *Community Charter*, the Council of the District may, by bylaw, regulate, prohibit and impose requirements in relation to nuisance, unsanitary and unsightly conditions on property within the District;

NOW THEREFORE, the Council of the District of Houston, in an open meeting assembled, enacts as follows:

PART I – INTERPRETATION & ADMINISTRATION

DEFINITIONS

1. In this bylaw, unless the context otherwise requires:

- (1) **“Bathing fixture”** means either a bathtub or shower with hot and cold water connected thereto.
- (2) **“Bathroom”** means a room containing at least one toilet and toilet tank, one hand basin, and one bathing fixture, and constructed so that complete privacy is available to the user.
- (3) **“Bedding”** includes sheets, blankets, pillows, pillowcases, mattresses or mattress covers.
- (4) **“Building”** means any structure used or intended for supporting or sheltering any use or occupancy.
- (5) **“Bylaw Enforcement Officer”** means any officer, employee or agent of the District authorized by this or any other bylaw of the District to enforce this bylaw, and every peace officer;
- (6) **“Chief Administrative Officer”** means the person appointed as such pursuant to the provisions of the *Community Charter*.
- (7) **“Common Kitchen”** means one or more rooms, including a housekeeping unit, which are not part of a dwelling unit used by tenants to prepare food.
- (8) **“Cooking Facility”** means an appliance in or upon which food may be heated.
- (9) **“Council”** means the council of the District of Houston.

- (10) **“Director of Protective Services”** means the person appointed as such pursuant to the provisions of *Officers’ Bylaw No. 1109, 2018*.
- (11) **“District”** means the Corporation of the District of Houston.
- (12) **“Hand Basin”** means a plumbing fixture primarily intended for the washing of hands.
- (13) **“Housekeeping Unit”** means a sleeping unit containing a sink and cooking facility intended to be used as a short-term rental.
- (14) **“Inspector”** means:
- (a) the Director of Protective Services, and every person appointed by the Director of Protective Services as an employee of the Fire Department;
 - (b) a building inspector;
 - (c) a peace officer;
 - (d) a Bylaw Enforcement Officer;
 - (e) a safety officer under the Safety Standards Act, S.B.C. 2003, c. 39;
 - (f) a health inspector appointed by the Northern Health Authority;
 - (g) the deputy of a person, officer or employee referred in this section (14)(a) through (f); and
 - (h) other persons designated by the Chief Administrative Officer by name or office or otherwise to act in the place of the persons, officers or employees referred to in this section (14)(a) through (f).
- (15) **“Landlord”** includes the owner, lessor, sublessor, or other person permitting the occupation of residential premises, and their 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.
- (16) **“Owner”** in respect of real property means the registered owner as defined in the *Community Charter*.
- (17) **“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.
- (18) **“Residential Dwelling”** means one or more self-contained rooms provided with sleeping, cooking, and sanitary facilities and used or intended to be used as a residence for a period of more than 30 calendar days.
- (19) **“Rental Accommodation”** means residential dwelling units, housekeeping units or sleeping units rented or intended to be rented to a tenant for any length of time.
- (20) **“Repair”** includes replacing, adding or altering, or taking action required for the premises to conform to the standards prescribed by this bylaw.

- (21) **“Sanitary Facility”** means any toilet and toilet tank, urinal, bathtub, shower or hand basin.
- (22) **“Short-Term Rental”** includes any rental accommodation provided to a tenant for a period of less than thirty calendar days.
- (23) **“Sink”** means a plumbing fixture, primarily intended for the washing of dishes and utensils, with hot and cold water connected thereto.
- (24) **“Sleeping Unit”** means a room equipped to be used for sleeping and sitting purposes only with no cooking or sanitary facilities and intended to be used as a short-term rental.
- (25) **“Tenancy Agreement”** means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting occupancy and possession of a rental unit, use of common areas, services and facilities, and permitting occupancy of a rental unit.
- (26) **“Tenant”** means a person or persons who have the right of exclusive occupancy and possession of residential premises under a tenancy agreement for any length of time.

ADMINISTRATION AND ENFORCEMENT

- 2. In this bylaw:
 - (1) The regulations, prohibitions, and requirements set out in Part 2 apply to residential dwellings and rental accommodations; and
 - (2) The regulations, prohibitions, and requirements set out in Part 3 apply to rental accommodations.
- 3. The Director of Protective Services and Chief Administrative Officer are authorized to administer this bylaw.
- 4. Inspectors are authorized to enforce this bylaw.
- 5. Subject to the provisions of the *Community Charter*, Inspectors are authorized to enter on or into any real property or premises to ascertain whether the regulations and requirements of this bylaw are being observed.
- 6. A person must not obstruct or interfere with the Inspector lawfully exercising their authority conferred on the Inspector under this bylaw.
- 7. A person who violates any provision of this bylaw, or who permits any act or thing to be done in violation of any of the provisions of this bylaw commits an offence against this bylaw.
- 8. Each day that any violation, contravention, or breach of this bylaw continues to exist will be deemed a separate offence against this bylaw.

9. The Inspector may enforce the provisions of this bylaw by:
 - (1) serving a ticket onto a person who commits an offence in accordance with *Municipal Ticketing Information System Implementation Bylaw No. 1060, 2014*, as amended; or
 - (2) initiating an action authorized by the *Community Charter*.
10. A person who commits an offence against this bylaw is liable for a fine of up to \$50,000 for each offence in accordance with the *Offence Act*.
11. Compliance with this bylaw does not excuse an owner or any person from the requirement to comply with all other municipal bylaws, statutes, regulations, codes and laws.

PART 2 – MAINTENANCE STANDARDS

11. An owner must ensure that all buildings and their structural components are 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 that it may be subjected to through normal use.
12. An owner must maintain all foundations, walls and other supporting members in good repair and restrict the entrance of moisture.
13. An owner must ensure that all exterior walls and their components are:
 - (1) maintained in good repair;
 - (2) weather tight;
 - (3) free from loose or unsecured objects and materials; and
 - (4) maintained in a manner to prevent or retard deterioration due to weather or infestations.
14. An owner must ensure all canopies, marquees, awnings, screens, fire escapes, pipes, ducts, air conditioners and all other similar equipment, attachments, extensions and their supporting components are maintained in good repair, properly and safely anchored to the building, and protected against deterioration and decay.
15. An owner must ensure all exterior wall facings, projections, cornices and decorative features are maintained in good repair and safely and properly anchored to the building.
16. An owner must maintain all mechanical ventilating systems and their supporting members in good repair and in a safe mechanical condition.
17. An owner must ensure all exterior doors, windows, skylights and hatchways are maintained in good repair and weather tight.
18. An owner must cause all openings in exterior walls, other than doors and windows, to be effectively protected to prevent the entry of rodents, insects or vermin.
19. An owner must maintain all roofing, flashing, fascia, soffit, cornice, eavestroughs and downspouts in good repair to prevent leakage of water into the building.

20. An owner must maintain all fire escapes, stairways, balconies, porches and landings
 - (1) in a safe and clean condition;
 - (2) in good repair;
 - (3) free from holes, cracks, excessive wear and warping, and hazardous obstructions; and
 - (4) in compliance with the BC Fire Code.
21. An owner must maintain all basement floor drains in good working condition.
22. An owner must ensure that all floors in a basement are kept dry and free from major cracks, breaks or similar conditions which would create an accident hazard or permit the entrance of moisture into the basement.
23. An owner must maintain all gas systems and appliances in safe working order and repair, and in compliance with the BC Fire Code.
24. An owner must maintain all systems of appliance venting in safe working order to prevent the creation of a health, safety, or fire hazard.
25. An owner must maintain all heating equipment in a safe and good working condition so as to be capable of safely attaining and maintain an adequate temperature standard, free from fire and accident hazards, and capable of maintaining every room at a temperature of 22 degrees Celsius measured at a point 1.5 meters (5 feet) from the floor and in the centre of a room.
26. Where heating equipment or part of it or any auxiliary heating system burns solid or liquid fuel, an owner must store fuel for such equipment in a place or receptacle that is a safe and convenient location and constructed as to be free from fire or accident hazards.
27. An owner must maintain all electrical wiring circuits, fuses, circuit breakers, electrical equipment and electrical heating systems in good working order.

PART 3 – RENTAL ACCOMMODATIONS

28. An owner must maintain all latching and locking devices on doors and windows to a rental accommodation in good working order.
29. An owner must ensure all floors in a rental accommodation are 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.
30. An owner must ensure all bathroom floors are covered with moisture repellant floor finishes.
31. An owner must maintain all interior walls and ceilings in good repair and keep such structural members free from holes, or loose or broken plaster.
32. An owner must ensure all plumbing, including plumbing fixtures, drains, vents, and connecting lines to the water and sewer system, are maintained in good working order and repair.

33. An owner must ensure that water on or from a building does not drain onto sidewalks, driveways, stairways or landings and prevent such water from entering into the building or causing soil erosion near the foundation.
34. An owner must ensure that every hand basin, bathtub, shower, and sink is provided with an adequate supply of hot and cold running water, and every toilet and toilet tank must have an adequate supply of running water. Hot water must be supplied at a minimum temperature of 45 degrees Celsius and a maximum of 60 degrees Celsius.
35. An owner must provide sufficient lighting to provide adequate levels of artificial lighting and maintain fixtures provided for such purpose in good working order.
36. An owner must ensure sufficient fixtures capable of producing artificial lighting are provided in all common or public hallways, stairways, entrances and exits of a rental accommodation.
37. An owner must ensure all systems of ventilation, mechanical or natural, are installed pursuant to the manufacturer's installation requirements and be maintained in good working order.
38. An owner must provide and maintain in good working order cooking facilities and food storage refrigeration units for the use of an occupant.
39. An owner must maintain any walls, floors, and roof constructions, including fire protective closures, sprinkler systems, fire alarm and detection systems, and other means of fire protection to ensure that the aforementioned measures and installations continue to provide the fire resistive properties and protection for which they were designed.
40. An owner must cause every elevator in a building to be maintained in a safe, clean condition and certified to be in good working order and in compliance with the *Safety Standards Act* and regulations thereto, including the *Elevating Devices Safety Regulation*.
41. An owner must ensure that all elevator parts and appendages, including lighting fixtures, lamps, elevator buttons, floor indicators and ventilation fans are kept in good repair and operational.
42. An owner must ensure that all rental accommodations are kept free of rodents, insects and other vermin and free from conditions that encourage infestations of pests.

PART 4 – IMPLEMENTATION & CITATION

SEVERABILITY

43. If any portion of this bylaw is held to be invalid by a court of competent jurisdiction, the invalid portion may be severed and such invalidity will not affect the validity of the remaining portions of this bylaw.

CITATION

44. This bylaw may be cited as "Standards of Maintenance Bylaw No. 1108, 2020".

REPEAL

45. *Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw No. 1051, 2014* is hereby repealed.

AMENDMENTS

46. *Municipal Ticketing Information System Implementation Bylaw No. 1060, 2014* is amended as follows:

- a) Insert the word "Inspector" into each row under Column 2 of Schedule A; and
- b) replace "Schedule B13" with the "Schedule B13" attached as Appendix "A" to this bylaw.

READ A FIRST TIME THIS 19th DAY OF MAY 2020

READ A SECOND TIME THIS 19th DAY OF MAY 2020

READ A THIRD TIME THIS 19th DAY OF MAY 2020

(PURSUANT TO MINISTERIAL ORDER M139/2020) ADOPTED THIS 19th DAY OF MAY 2020



SHANE BRIENEN
MAYOR



JENNIFER BRUNS
CORPORATE OFFICER

Appendix A

**Schedule B13
 Standards of Maintenance of Bylaw No. 1108, 2020**

Municipal Ticketing Information System Implementation Bylaw No. 1060, 2014

Column 1 Designated Expression	Column 2 Section	Column 3 Fine
Refuse inspection	Part 1, s. 5	\$150.00
Obstruct inspector	Part 1, s. 6	\$1000.00
Insufficient structural integrity	Part 2, s. 11	\$150.00
Failure to maintain foundation to control entrance of moisture	Part 2, s. 12	\$150.00
Failure to maintain Exterior walls and components	Part 2, s. 13	\$150.00
Failure to maintain mechanical ventilating system	Part 2, s. 16	\$150.00
Failure to maintain exterior doors/windows	Part 2, s. 17	\$150.00
Failure to maintain roof to prevent leakage	Part 2, s. 19	\$150.00
Failure to maintain fire escapes, stairways, balconies, porches, and landings	Part 2, s. 20	\$150.00
Failure to maintain basement floor drains	Part 2, s. 21	\$150.00
Failure to maintain basement cracks	Part 2, s. 22	\$150.00
Failure to maintain gas system	Part 2, s. 23	\$150.00
Failure to provide/maintain heating equipment	Part 2, s. 25	\$150.00
Failure to provide for proper storage for heating equipment fuel storage	Part 2, s. 26	\$150.00
Failure to maintain electrical equipment and electrical heating systems	Part 2, s. 27	\$150.00
Failure to provide safe floors free from defects which may create health, fire, or accident hazards	Part 3, s. 29	\$150.00
Failure to provide/maintain Bathroom floors with moisture resistant finishes	Part 3, s. 30	\$150.00
Unmaintained interior walls and ceilings	Part 3, s. 31	\$150.00
Failure to maintain plumbing	Part 3, s. 32	\$150.00
Failure to prevent roof water from draining into sidewalks, driveways, stairways, the building, or to cause soil erosion	Part 3, s. 33	\$150.00
Failure to provide adequate supply of hot and cold water	Part 3, s. 34	\$150.00
Failure to rid pests	Part 3, s. 42	\$150.00
Failure to provide adequate artificial lighting	Part 3, s. 35	\$150.00
Failure to provide illuminated public areas at all times	Part 3, s. 36	\$150.00
Failure to provide ventilation	Part 3, s. 37	\$150.00
Failure to maintain cooking and refrigeration equipment	Part 3, s. 38	\$150.00
Failure to maintain fire protection equipment	Part 3, s. 39	\$150.00
Failure to maintain elevator	Part 3, s. 40	\$150.00