

THE CORPORATION OF THE CITY OF BURLINGTON

BY-LAW NUMBER XXX-2017

A by-law relating to the provision of vital services in residential tenancies within the City of Burlington;

WHEREAS pursuant to section 216(1) of the *Residential Tenancies Act, 2006*, S.O. 2006, c. 16, Council of the Corporation of the City of Burlington may pass by-laws requiring every landlord to provide adequate and suitable vital services to each of the landlord's rental units; and

WHEREAS pursuant to section 216(1) of the *Residential Tenancies Act, 2006*, S.O. 2006, c. 16 Council for the Corporation of the City of Burlington may pass by-laws prohibiting a supplier from ceasing to provide the vital service until a notice has been given of the intended discontinuance; and

WHEREAS pursuant to section 216(1) of the *Residential Tenancies Act, 2006*, S.O. 2006, c. 16 Council for the Corporation of the City of Burlington may pass by-laws requiring a supplier to promptly restore the vital service when directed to do so by an official named in the by-law; and

WHEREAS pursuant to section 216(1) of the *Residential Tenancies Act, 2006*, S.O. 2006, c. 16 Council for the Corporation of the City of Burlington may pass by-laws creating offences where an individual or corporation fails to comply with the provisions of a by-law passed under the Act; and

WHEREAS it is deemed desirable by Council for the Corporation of the City of Burlington to require that landlords and suppliers maintain a supply of vital services to rental units and to limit the circumstances in which a supply of vital services may be discontinued;

NOW THEREFORE the Council for The Corporation of the City of Burlington enacts as follows:

PART 1

DEFINITIONS

1. DEFINITIONS

For the purposes of this by-law, the following definitions shall apply:

"Act" means the *Residential Tenancies Act, 2006*, S.O. 2006, c. 16

"City" means any the Corporation of the City of Burlington;

"Director" means the Director of Planning and Building or any successor thereof, or his or her designate;

“Enforcement Officer” means an individual appointed by the City as a municipal law enforcement officer;

“Landlord” includes,

- (a) the owner or other Person permitting occupancy of a Rental Unit;
- (b) the heirs, assigns, personal representatives and successors in title of a person referred to in subsection (a) of this definition, and
- (c) a Person, other than a tenant occupying a Rental Unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a Landlord under a tenancy agreement or the Act, including the right to collect rent

"Person" means an individual, firm, corporation, association or partnership.

“Rental Unit” means any living accommodation used or intended for use as rented residential premises, and includes,

- (a) a site for a mobile home or site on which there is a land lease home used or intended for use as rented residential premises, and
- (b) a room in a boarding house, rooming house or lodging house and a unit in a care home

“Supplier” means a Person who supplies a Vital Service to an end user;

“Tenancy Agreement” means an agreement between a Tenant and a Landlord for possession of a Rental Unit, whether written, oral or implied, and includes a licence to occupy premises;

“Tenant” includes a Person who pays rent in return for the right to occupy a rental unit and includes the tenant’s heirs, assigns and personal representatives, but Tenant does not include a Person who has the right to occupy a Rental Unit by virtue of being,

- (a) a co-owner of the residential complex in which the Rental Unit is located, or
- (b) a shareholder of a corporation that owns the residential complex;

“Vital Service” means hot or cold water, fuel, electricity, gas or, during the part of each year prescribed by regulations made under the Act, heat;

PART 2

GENERAL PROVISIONS

2.1 The administration of this by-law is assigned to the Director.

2.2 This by-law applies to a building or a part of a building that contains one or more Rental Units in which at least one Rental Unit is occupied.

2.3 Despite section 2.2, this by-law does not apply to a Landlord with respect to a Rental Unit to the extent that the Tenant has expressly agreed to obtain and maintain the Vital Services.

2.4 This by-law shall apply despite any dispute as between the Landlord and Tenant, so long as the Rental Unit is occupied by the Tenant.

PART 3

LANDLORD RESPONSIBILITIES

- 3.1 A Landlord shall provide Vital Services at every Rental Unit that is occupied by a Tenant.
- 3.2 No Landlord shall cease to provide a Vital Service for any Rental Unit, except in accordance with section 3.4.
- 3.3 Without limiting the generality of section 3.2, a Landlord shall be deemed to have ceased providing a Vital Service for a Rental Unit if the Landlord is obligated to pay the Supplier for the Vital Service and fails to do so and, as a result of the non-payment, the Vital Service is no longer provided for the Rental Unit.
- 3.4 Notwithstanding section 3.2, a Landlord may temporarily cease to provide a Vital Services only when such cessation is necessary to alter or repair the Rental Unit and only for the minimum period necessary to effect the alteration or repair.

PART 4

SUPPLIER RESPONSIBILITIES

- 4.1 No Supplier of a Vital Service shall cease to provide the Vital Service to a Rental Unit unless notice of the intended discontinuance of the Vital Service has been given in writing to the City Clerk at least 30 days before the Supplier ceases to provide the Vital Service.
- 4.2 Despite section 4.1 notice of intended discontinuance of a Vital Service shall be given only if the Vital Service is to be discontinued for the Rental Unit because the Landlord has breached a contract with the Supplier for the supply of the Vital Service.
- 4.3 A notice of intended discontinuance of a Vital Service required by section 4.1 shall contain:
- a) The name, address, telephone number, facsimile number, and email of the Supplier, and contact person for the Supplier;
 - b) The type of Vital Service being supplied;
 - c) The name, address, telephone number, facsimile number, and email of the person with whom the Supplier has a contract for the supply of the Vital Service;
 - d) The municipal address of the residential building at which the Vital Service is being supplied;

- e) Where available, confirmation of the number of Rental Units occupied at the subject site;
 - f) The nature of the Landlord's breach of contract with the Supplier;
 - g) The date and time when the supplier will discontinue providing the Vital Service.
- 4.4 Every Supplier of a Vital Service who discontinues a Vital Service to a Rental Unit shall immediately restore the Vital Service when directed to do so by the Director.

PART 5

ENFORCEMENT

- 5.1 An Enforcement Officer is hereby vested with the authority to enforce the provisions of this by-law.
- 5.2 An Enforcement Officer may, at all reasonable times, enter and inspect a building or part of a building with respect to which this by-law applies for the purpose of determining compliance with this by-law.
- 5.3 Despite section 5.3, an Enforcement Officer shall not enter a Rental Unit:
- a) Unless he or she has obtained the consent of the occupier of the Rental Unit after informing him or her that he or she may refuse permission to enter the unit; or
 - b) Unless he or she is authorized to do so by a warrant issued under the Act.
- 5.4 Where a Person contravenes or fails to comply with the requirements of this by-law, an Enforcement Officer may issue a Notice of Contravention directing the Person identified in the Notice of Contravention to comply with the requirements of this by-law.
- 5.5 No Person shall hinder, obstruct, or interfere with, or attempt to hinder, obstruct or interfere with the Director or any Enforcement Officer while acting on the City's behalf in exercising a power or performing a duty under this by-law or relevant to this by-law.

PART 6

OFFENCE

- 6.1 Every Person who contravenes or fails to comply with any provision of this by-law is guilty of an offence.
- 6.2 Every Person who is convicted of an offence is liable to a fine under the *Provincial Offences Act*.

PART 7

SEVERABILITY

7.2 If a Court of competent jurisdiction declares any section or part of a section of this by-law invalid, the invalidity does not affect other provisions of this by-law and the remainder of the by-law shall continue to be in force and effect

ENACTMENT

Enacted and passed this

Mayor Rick Goldring _____

City Clerk Angela Morgan _____