

**THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO
BY-LAW NO. 22-79**

**MINIMUM PROPERTY MAINTENANCE AND
OCCUPANCY STANDARDS BY-LAW**

WHEREAS the Council of the Corporation of the Township of Adjala-Tosorontio deems it expedient to pass a By-law pursuant to the powers conferred on Councils under the provision of Section 15.1 of *The Building Code Act 1992, S.O. 1992 Chapter 23* and to repeal existing Property Standards By-law 18-56;

AND WHEREAS there is in effect in the Township of Adjala-Tosorontio, an Official Plan which includes provisions related to the property conditions;

NOW THEREFORE, the Council of the Corporation of the Township of Adjala-Tosorontio enacts as follows:

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1.0	TITLE AND SCOPE	
1.1	Short Title	
1.1.1	This by-law may be cited as the "Property Standards Bylaw".	

1.2 Scope

- 1.2.1** The standards for maintenance and occupancy of property set forth in this by-law are hereby prescribed and adopted as the minimum standards for all properties within the Township of Adjala-Tosorontio.
- 1.2.2** No person shall occupy or use, or permit the occupancy or use, of any property that does not conform to the standards prescribed in this by-law.
- 1.2.3** All properties within the Township that do not conform to the standards contained in this by-law shall be repaired and maintain such property to conform to the standards, or the site to be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition.
- 1.2.4** No person shall remove from any premises any sign, notice or placard thereon pursuant to Section 15.2(3) of the *Building Code Act* or this by-law.
- 1.2.5** Notwithstanding subsection 1.2.1., the following subsections do not apply to farm properties; 3.12.1(c) & 3.12.10 and to farm buildings; 3.13.1, 3.13.2, 3.13.3 except farm buildings which have been abandoned.
- 1.2.6** Every tenant, occupant, or lessee of a residential property shall maintain the property or part thereof and the land which they occupy or control in a clean, sanitary and safe condition and shall dispose of garbage and debris on a regular basis, in accordance to municipal by-laws.
- 1.2.7** Every tenant, occupant, or lessee of a residential property shall maintain every floor, wall, ceiling and fixture under their control including hallways, entrances, laundry rooms, utility rooms and other common areas in a clean, sanitary and safe condition.
- 1.2.8** The number of occupants residing on a permanent basis in an individual dwelling unit shall not exceed one person for every nine (9) square metres (97 square feet) of habitable floor area.
- 1.2.9** For computing the maximum number of occupants in Subsection (1.2.8), any child under one year of age shall not be counted, and any child of more than one year but under twelve years of age shall be deemed one-half person.

2.0 APPLIED MEANING OF WORDS AND TERMS

2.1 Interpretations

2.1.1 Interchangeability: Words used in the present tense include the future, words in the masculine gender include the feminine and neuter; the singular number includes the plural, and the plural include the singular.

2.1.2 Terms Defined: Unless otherwise expressly stated, terms shall, for the purpose of this by-law, have the meaning indicated in Section 2, of this bylaw.

2.0.1 Terms Not Defined: Where terms are not defined under the provisions of this by-law, they shall have the meanings ascribed to them in the *Building Code* or, if not defined in the *Building Code*, they shall have the meaning ascribed in the *Ontario Fire Code* or, if not defined in the *Ontario Fire Code*, they shall have ascribed to them their ordinary accepted meaning, and such as the context herein may imply.

2.1 Definitions

For the purpose of this By-law, the following definitions shall apply:

Accessory Building means any building or structure which is separate from or attached to the main building in the lot on which both are located and the use of which is an accessory use to that of the said main building or lot and shall include swimming pools, private greenhouses, patio shelters, carports, and tree houses. Not used for human habitation and is subordinate to the lawful primary use of the main building or structure on the said property.

Appliances means refrigerators, stoves, clothes washers, clothes dryers, dishwashers and hot water tanks.

Approved means acceptance by the Property Standards Officer.

Basement means that space of a building that is partially below grade, which has half or more of its height, measured from floor to ceiling above the average exterior finished grade.

Boat means any vessel which floats on the surface of the water and is capable of carrying people or material whether motorized or not and includes but is not limited to pleasure craft, scows, personal watercraft, canoes, row boats, pontoon boats.

Brush means tree limbs and branches under 6" in diameter, grass clippings, leaves, garden waste, small shrub clippings and weeds.

Building means a structure consisting of a wall, roof, or floor, or any one or more of these which is used or intended to be used for the shelter, accommodation, or enclosure of persons, animals, goods, or materials.

1) The word "structure" shall mean the same as building.

Building Code means the in force Ontario regulations made under Section 34 of the *Building Code Act*, that being Ontario Regulation 350/06 and or Ontario Regulation 332/12 and all amendments thereto.

Cellar means that space of a building that is partly or entirely below grade, which has more than half of its height, measured from floor to ceiling, below the average exterior finished grade.

Committee means a Property Standards Committee established in accordance with section 15.6 of the *Ontario Building Code Act*, S.O. 1992.

Corporation means the Corporation of the Township of Adjala-Tosorontio.

Debris means:

- a) Ashes, garbage, rubbish, discarded building materials, used vehicle parts, tires, junk or bale wrap;
- b) Tin cans, bottles, boxes or other containers;
- c) Derelict vehicles;
- d) Derelict, abandoned or inoperable machinery, appliances and furnishings, both household and commercial;
- e) Solid industrial waste, liquid industrial waste, agricultural waste or sewage;
- f) Any term in subparagraphs a) through e) not defined herein shall be interpreted according to the definitions contained in the Building Code Act R.S.O. 1990 and the Highway Traffic Act R.S.O. 1990 all as amended and the Regulations thereto.

Dwelling means a building or part of a building occupied, or capable of being occupied, in whole or in part, for the purpose of human habitation.

Dwelling Unit means a room or a suite of rooms operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and supporting general living conditions usually including cooking, eating, sleeping and sanitary facilities.

Exterior Property Areas means the property, exclusive of buildings and accessory buildings.

Farm Building means a barn, shed, storage facility or similar structure used for farm or agricultural purposes.

Fence means a structure, wall, barrier, other than a building, erected at grade for defining boundaries of the property, separating open space, restricting ingress to or egress from property, providing security or protection to property or acting as a visual or acoustic screen.

Fire Chief means the Director of Fire & Rescue Services/ Fire Chief as appointed by Township Council or his designate.

Fire Wood means any lumber, timber, logs, poles, cut up trees or felled trees, any salvaged wood products included but not limited to wood skids, wood boxes, and used wood products that are not required for a building, accessory building or structure currently under construction on the property or for which there is a current or regular use.

Good Repair shall mean good working order and maintained in such a condition so as to be free from any malfunction, danger or hazard and not unsightly by reason of deterioration, damage or defacement.

Ground Sign means a sign in a fixed location, wholly supported by one or more uprights, poles, braces or located on a structural base placed in or upon the ground and with a sign area greater than 6 square metres.

Ground Cover means organic or non-organic material applied to prevent the erosion of the soil, e.g. concrete, flagstone, gravel, asphalt, grass or other forms of landscaping.

Guard means a protective barrier installed around openings in floor area or on the open sides of a stairway, a landing, a balcony, a mezzanine, a gallery, a raised walkway, or other locations as required to prevent accidental falls from one level to another. Such barriers may or may not have openings through them.

Habitable Room means a room or enclosed floor space used, or capable of being used for living, eating, sleeping or domestic food preparation purposes, but excludes a bathroom, water closet compartment, laundry, pantry, foyer, lobby, hall, passageway, corridor, closet, stairway, storage room, furnace room or other accessory space used for service, maintenance or access within a building.

Habitable Space means a room or area used or intended to be used for living, sleeping, cooking or eating purposes and includes a washroom.

Handrail shall mean a narrow rail for holding as a support on stairs.

Industrial Vehicle means a motorized vehicle that does not require a license to operate and includes without limiting the generality of the foregoing, forklifts and tractors.

Inoperative Vehicle means any vehicle having missing parts, including tires, missing or damaged glass and deteriorated or removed metal components which prevent its mechanical function, and includes motor vehicles, commercial and industrial vehicles and equipment, and major recreation equipment.

Interior Common Areas means laundry rooms, garbage rooms, corridors, lobbies, vestibules, boiler rooms, parking garages, storage areas and recreation rooms.

Major Recreation Equipment means a portable structure designed and built to be carried by a motor vehicle, or a unit designed and built to be transported on its own wheels, for purposes of providing temporary living accommodation or recreational enjoyment for travel and shall include, for example, motor homes, travel trailers, tent trailers, watercraft, watercraft trailers, snowmobiles and All-Terrain Vehicles, golf carts or other like or similar equipment, excluding bicycles.

Maintenance shall mean the preservation and keeping in repair of a property.

Motor Vehicle means any wheeled motor vehicle self-propelled by an engine such as a car or truck that does not run on rails, which requires a license under the highway traffic act to travel on a road maintained by a public authority.

Non-Habitable Room means any room in a dwelling or dwelling unit other than a habitable room, and includes a bathroom, a toilet room, laundry, pantry, lobby, corridor, stairway, closet, boiler room or other space for service and maintenance of the dwelling for public use and for access to and vertical travel between stores, and basement or part thereof which does not comply with the standards of fitness for occupancy set out in this bylaw.

Non-residential property means a building or structure not occupied or capable of being occupied in whole or in part for the purpose of human habitation and includes the lands and premises appurtenant there to.

Noxious Weed means as defined in the *Weed Control Act, R.S.O. 1990, c W5*, as amended, a plant that is deemed to be noxious weed under subsection 10 (2) or designated as a noxious weed under section 24 (a) of that Act as amended.

Occupant means any person or persons over the age of eighteen years in possession of the property.

Officer means a Property Standards Officer appointed by bylaw and assigned to the responsibility for enforcing and administering this bylaw.

Owner means

- a) The person for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the persons own account or as agent or trustee of any other person or who would receive the rent if the land and premises were let; and

- b) A lessee or occupant of the property who, under the terms of a lease is required to repair and maintain the property in accordance with the standards for the maintenance and occupancy of property.

Person means any human being, association, firm, partnership, incorporated company, corporation, agent or trustee, and the heirs, executors or other legal representatives of a person to whom the context can apply according to law.

Property means a building or accessory building or part of a building or accessory building and includes the lands and premises appurtenant thereto and all mobile structures, mobile buildings, mobile homes, outbuildings, fences, retaining walls, and erections thereon, whether heretofore or hereafter erected and also includes vacant property.

Property Standards Officer means a property standards officer who has been appointed by bylaw to administer and enforce this by-law.

Rental Dwelling Unit means a Building or part of a Building:

- (i) Consisting of one or more room,
- (ii) Containing toilet and cooking facilities,
- (iii) Designed for use as a single housekeeping establishment, and
- (iv) Used or intended for use as a rented residential premises.

Repair means the provision of facilities, the making of additions or alterations or the taking of any other action that may be required to ensure that a property conforms with the standards established in this by-law.

Residential Property means any property that is used or designed for use as a domestic establishment, in which one or more persons usually sleep and prepare and serve meals, and includes any lands or buildings that are appurtenant to such establishment and all stairways, walkways, driveways, parking spaces, and fences associated with the dwelling or its yard.

Rooming Unit means one or more habitable rooms with shared sanitary, cooking or eating facilities, or with no cooking or eating facilities which are rented or capable of being rented to a person for gain.

Safe Condition means a condition that does not pose or constitute an undue or unreasonable hazard or risk of life, limb or health of any person on or about the property and includes a structurally sound condition.

Sewage means water-carried wastes, together with such ground, surface and storm waters as may be present.

Sewage System means any municipal sanitary sewage system or an approved private sewage disposal system.

Sign means an advertising device or notice and means any medium, including its structure and other component parts, which is used or capable of being used to attract attention to a specific subject matter, other than itself, for identification, information or advertising purposes.

Standards means standards of physical condition and of occupancy prescribed for property in this by-law.

Stormwater means water discharge from ground runoff, roof drainage, sump pump discharge, and discharge from swimming pool or pond.

Unsafe Condition means any condition that poses or constitutes an undue or unreasonable hazard or risk to life, limb or health of any person on or about the property.

Washroom means an area containing a toilet, urinal, bathtub, shower or washbasin.

Waste or Waste Material means any article or thing which appears to have been cast aside, discarded, or abandoned, or appears to be worthless, useless, or of no practical value, or appears to be used up in whole or in part or expended or worn out and shall include but is not limited to;

- a) Accumulations or deposits of litter, rubbish, garbage, trash
- b) Refrigerators, freezers or other appliances or parts thereof
- c) Furnaces, furnace parts, pipes, fittings to pipes, water or fuel tanks
- d) Inoperative motor vehicles
- e) Paper, cartons, fabrics or carpets
- f) Furniture
- g) Piping, tubing, conduits, cable and fittings or other accessories or adjuncts to the piping, tubing, conduits or cable
- h) Containers or pallets of any size, type or composition
- i) Material resulting from or as part of construction or demolition projects
- j) Rubble, inert fill except loose soil, sand or gravel.

Yard means the land other than publicly owned land around and appurtenant to the whole or any part of a building or structure and lawfully used or intended to be used or capable of being used in association of the building or structure.

3.0 GENERAL MAINTENANCE FOR ALL PROPERTIES AND DWELLING UNITS

3.1 Structural Elements

- 3.1.1** The structural elements in a residential complex shall be maintained in a sound condition so as to be capable of safely sustaining their own weight and any load or force that may normally be imposed.

- 3.1.2** Every floor of a basement, cellar or crawl space, and every slab at ground level, foundation wall, wall and roof shall be structurally sound, weather tight and damp-proofed and shall be maintained so as to reasonably protect against deterioration, including that due to weather, fungus, dry rot, rodents, vermin or insects.
- 3.1.3** The site upon which a residential complex is situated shall be graded and drained to prevent the ponding of water on the surface, the erosion of soil and the entrance of water into a building or structure.
- 3.1.4** Every roof shall be watertight.
- 3.1.5** The roof and any cornice flashing, fascia, soffit, capping, gutter, rainwater leader, vent or other roof structure,
 - (a) shall be maintained to properly perform their intended function; and
 - (b) shall be kept clear of obstructions, hazards and dangerous accumulations of snow and ice.
- 3.1.6** Retaining walls, guards and fences in exterior common areas shall be maintained in a structurally sound condition and free from hazards.

3.2 Plumbing

- 3.2.1** Plumbing and drainage systems in a residential complex, and their appurtenances, shall be maintained free from leaks, defects and obstructions and adequately protected from freezing.
- 3.2.2** A residential complex shall be provided with a means of sewage disposal.
- 3.2.3** The means of sewage disposal shall be maintained in a good state of repair.
- 3.2.4** Subject to subsections (3.2.5), (3.2.6) and (3.2.7), every rental unit shall contain the following fixtures:
 - (a) A toilet.
 - (b) A kitchen sink.
 - (c) A washbasin.
 - (d) A bathtub or shower.

- 3.2.5** Subsection (3.2.4) does not apply to rental units that share a fixture described in paragraph a, and of subsection (3.2.4) if no more than two rental units share the fixture and access to the fixture from each rental unit is possible without,
- (a) passing through another rental unit;
 - (b) travelling along an unheated corridor; or
 - (c) travelling outside the building containing the rental units.
- 3.2.6** Subsection (3.2.4) does not apply to a boarding house or lodging house if,
- (a) there is at least one toilet, one washbasin and one bathtub or shower for every five rental units;
 - (b) all tenants have access to a kitchen sink; and
 - (c) all fixtures mentioned in clauses (a) and (b) are available in each building containing rental units.
- 3.2.7** Subsection (3.2.4) does not apply to a residential complex or rental unit that has never been provided with piped water.
- 3.2.8** The fixtures required by this section shall be maintained in a good state of repair and in a safely operable condition and shall be supplied with a supply of potable water sufficient for normal household use at a flow and pressure sufficient for the intended use of the fixtures.
- 3.2.9** Every washroom shall be enclosed and shall have,
- (a) a water-resistant floor; and
 - (b) a door that can be,
 - (i) secured from the inside, and
 - (ii) opened from the outside in an emergency.
- 3.2.10** The walls and ceiling around a bathtub or shower shall be water-resistant.
- 3.2.11** No toilet or urinal shall be located in a room used for or intended to be used for sleeping or preparing, consuming or storing food.
- 3.2.12** Every kitchen sink, washbasin, bathtub and shower shall be provided, by safe equipment, with hot and cold running water.
- 3.2.13** The ordinary temperature of the hot water provided must be at least 43 degrees Celsius but not more than 49 degrees Celsius

3.3 Electrical

- 3.3.1** A supply of electrical power shall be provided to all habitable space in a residential complex.

- 3.3.2** The wiring and receptacles necessary to provide electrical power shall be maintained free of conditions dangerous to persons or property.
- 3.3.3** Every kitchen shall have outlets suitable for a refrigerator and a cooking appliance.
- 3.3.4** If a rental unit has a meter for electricity for the purpose of billing the tenants of that rental unit, the meter shall be properly maintained and kept accessible to the tenants.
- 3.3.5** This section does not apply to a residential complex that has never been connected to an electrical power system.

3.4 Heating

- 3.4.1** Heat shall be provided and maintained so that the room temperature at 1.5 metres above floor level and one metre from exterior walls in all habitable space and in any area intended for normal use by tenants, including recreation rooms and laundry rooms but excluding locker rooms and garages, is at least 20 degrees Celsius.
- 3.4.2** Subsection (3.4.1) does not apply to a rental unit in which the tenant can regulate the temperature and a minimum temperature of 20 degrees Celsius can be maintained by the primary source of heat.
- 3.4.3** Every residential complex shall have heating equipment capable of maintaining the temperature levels required by subsection (3.4.1).
- 3.4.4** No rental unit shall be equipped with portable heating equipment as the primary source of heat.
- 3.4.5** Only heating equipment approved for use by a recognized standards testing authority shall be provided in a room used or intended for use for sleeping purposes.
- 3.4.6** Fuel supplied to a residential complex or rental unit shall be supplied continuously in adequate quantities.
- 3.4.7** Utilities supplied to a residential complex or rental unit shall be supplied continuously.
- 3.4.8** The supply of fuel and utilities may be interrupted for such reasonable period of time as may be required for the purpose of repair or replacement.

- 3.4.9** Subsections (3.4.6) and (3.4.7) do not apply if the tenancy agreement makes the tenant responsible for the supply of fuel or utilities and the supply has been discontinued because of arrears in payment.
- 3.4.10** Heating systems, including stoves, heating appliances, fireplaces intended for use, chimneys, fans, pumps and filtration equipment, shall be maintained in a good state of repair and in a safely operable condition.
- 3.4.11** A space that contains heating equipment that burns fuel shall have a natural or mechanical means of supplying the air required for combustion.
- 3.4.12** If heating equipment burns solid or liquid fuel, a storage place or receptacle for the fuel shall be provided in a safe place and maintained in a safe condition.

3.5 Lighting & Ventilation

- 3.5.1** Adequate artificial lighting shall be available at all times in all rooms, stairways, halls, corridors, garages, and basements of a residential complex that are accessible to tenants.
- 3.5.2** Artificial lighting shall be provided in exterior common areas to permit these areas to be used or passed through safely, and to provide security.
- 3.5.3** Subsections (3.5.1) and (3.5.2) do not apply to a residential complex that has never been connected to an electrical power system.
- 3.5.4** Artificial lighting that has been installed in outbuildings normally used by tenants, including garages, shall be kept in operable condition.
- 3.5.5** Artificial lighting shall be maintained in a good state of repair.
- 3.5.6** All habitable space shall be provided with natural or mechanical means of ventilation that is adequate for the use of the space.
- 3.5.7** Chimneys, smoke-pipes, flues and gas vents shall be kept clear of obstructions and maintained so as to prevent the escape of smoke and gases into a building containing one or more rental units.
- 3.5.8** Parking garages shall be maintained so as to prevent the accumulation of toxic fumes and the escape of toxic fumes into a building containing one or more rental units.

- 3.5.9** Subject to subsections (3.5.10) and (3.5.11), every bedroom, living room and dining room shall have a window (which may be part of a door) to the outside of the building.
- 3.5.10** A window is not required in a dining room if it has artificial lighting.
- 3.5.11** A window is not required in a living room or dining room if,
(a) there is an opening in a dividing wall to an adjoining room;
(b) the adjoining room has a window to the outside; and
(c) the total window area of the adjoining room is at least 5 per cent of the combined floor areas of the living room or dining room and the adjoining room.
- 3.5.12** Every existing opening in the exterior surface of a building designed for a door or window shall be equipped with a door or window capable of performing the intended function.
- 3.5.13** Doors, windows and skylights shall be maintained so that,
(a) they are weather tight; and
(b) any damaged or missing parts are repaired or replaced.

3.6 Locking Doors & Windows

- 3.6.1** Every window and exterior door, including a balcony door that is capable of being opened and that is accessible from outside a rental unit or a building containing a rental unit shall be equipped so that it can be secured from the inside.
- 3.6.2** At least one entrance door in a rental unit shall be capable of being locked from outside the rental unit.
- 3.6.3** If a rental unit-to-vestibule communication system together with a vestibule door locking release system is provided, it shall be maintained in a good state of repair and in a safely operable condition.
- 3.6.4** Parking areas that are intended to be secured, shared locker rooms and shared storage rooms shall be provided with doors equipped with security devices that prevent access to persons other than the landlord and tenants.
- 3.6.5** A mail delivery slot that enters directly into a rental unit, and any similar opening for deliveries, shall be located and maintained to prevent access to any door's or window's locking or securing mechanisms.
- 3.6.6** Subsection (3.6.5) does not apply with respect to a mail delivery slot or other opening that has been sealed.

3.6.7 Mailboxes provided by the landlord shall be properly maintained and capable of being secured.

3.7 Interior Doors

3.7.1 Every existing interior door shall be maintained so that it is capable of performing its intended function and any damaged or missing parts shall be repaired or replaced.

3.8 Window Safety Devices

3.8.1 This section applies with respect to every window in a rental unit that is in a storey above the storey that has,

(a) its floor closest to ground level; and

(b) its ceiling more than 1.8 metres above average ground level.

3.8.2 At the request of the tenant, each window referred to in subsection (3.8.1) shall be equipped with a safety device to prevent any part of the window from opening so as to admit a sphere greater than 100 millimetres in diameter.

3.8.3 The safety device required by subsection (3.8.2) shall not make the window incapable of being opened by an adult without a key or the use of tools.

3.9 Interior Maintenance

3.9.1 Every floor, stair, veranda, porch, deck, balcony, loading dock and every structure similar to any of them, and any covering, guard or surface finishing shall be maintained in a good state of repair.

3.9.2 A floor shall be smooth, level and maintained so as to be free of all loose, warped, protruding, broken or rotted boards that may create an unsafe condition or surface. A defective floor shall be repaired or replaced

3.9.3 Every cabinet, cupboard, shelf and counter top provided by the landlord of a rental unit shall be maintained in a structurally sound condition, free from cracks and deterioration.

3.9.4 Interior cladding of walls and ceilings shall be maintained free from holes, leaks, deteriorating materials, mold, mildew and other fungi.

3.9.5 A protective finish shall be applied to all repairs made to walls and ceilings.

3.9.6 Appliances supplied by the landlord of the rental unit shall be maintained in a good state of repair and in a safely operable condition.

3.9.7 Those portions of a residential complex used for human habitation, including common areas, shall be maintained to minimize heat loss through air infiltration.

3.9.8 Locker and storage rooms shall be kept free of dampness and mildew.

3.9.9 Elevators intended for use by tenants shall be properly maintained and kept in operation except for such reasonable time as may be required to repair or replace them.

3.9.10 All interior common areas and exterior common areas shall be kept clean and free of hazards.

3.10 Guards

3.10.1 Guards shall be installed and maintained wherever,

(a) there is a vertical drop of more than 600 millimeters (including along the open sides of stairs, ramps, balconies, mezzanines and landings); and

(b) they would be required for a newly constructed or renovated area under the building code made under the *Building Code Act, 1992*.

3.10.2 A guard required by subsection (3.10.1) shall provide reasonable protection from accidental falls for any person on the premises.

3.11 Sewage and Drainage

3.11.1 Sewage shall be discharged into a sewage system.

3.11.2 Non-operational and non-used cisterns and septic tanks must have all piping disconnected at the building and the cistern or septic tank filled with sand or gravel.

3.11.3 No storm water shall be directed or discharge onto a sidewalk, stair or neighboring property.

3.11.4 Storm water shall be drained from the yard as to prevent recurrent ponding or the entrance of water into a basement and in a manner that will minimize erosion of the property and adjacent properties.

3.11.5 Storm water and pumped discharged water shall not be discharged into a municipal sanitary sewage system.

3.11.6 Piped storm water shall not be discharged directly into or within 5 meters of a municipal road ditch.

3.11.7 Foundation drainage from sump pumps shall not be discharged directly into or within 5 meters to the centerline of a road ditch or any other ditch, nor shall they discharge onto adjacent properties.

3.12 Exterior Common Areas

3.12.1 Yards shall be kept in a neat and tidy condition, and free from:

- a) rubbish, garbage, brush, waste, litter, and other debris;
- b) injurious insects, termites, rodents, vermin and other pests;
- c) Heavy undergrowth and noxious weeds as identified in the *Noxious Weed Act*;
- d) Dead, decayed or damaged trees, or other natural growth and the branches and limbs thereof which create an unsafe condition;
- e) Wrecked, dismantled, derelict, inoperative, discarded, unused or unlicensed (current validation) vehicles or trailers, except in an establishment authorized to conduct and operate such a business, and then only in an arrangement such as to prevent an unsafe condition;
- f) Wrecked, dismantled, derelict, inoperative, discarded or unused boats and any component parts thereto, except in an establishment authorized to conduct and operate such a business, and then only in an arrangement such as to prevent an unsafe condition;
- g) Dilapidated or collapsed structures and any unprotected well;
- h) Structures that create an unsafe condition;
- i) Unsafe accumulations of ice and snow;
- j) Accumulations or storage of garbage, refuse, appliances or furniture in a residential property shall not be permitted.
- k) Unsightly and unreasonably overgrown, in relation to their environment, ground cover, hedges and bushes.
- l) Animal excrement, except in connection with lawful agricultural use on a property.
- m) Firewood except if stored in neat orderly piles.

- 3.12.2** An inoperative motor vehicle or trailer that has remained in an exterior common area for more than a reasonable amount of time shall be removed.
- 3.12.3** Wells and holes in exterior common areas shall be filled or safely covered and the wells shall also be protected from contamination.
- 3.12.4** Accessory buildings, fences, retaining walls and other structures appurtenant to the property shall be maintained in a structurally sound condition and in good repair.
- 3.12.5** No motor vehicle or major recreational equipment shall be used for the storage of garbage, rubbish, debris or any other waste material.
- 3.12.6** Landscaping and general maintenance of the exterior property areas shall not detract from the landscaping and the general maintenance of the neighborhood of which they are a part.
- 3.12.10** Vacant property and yards shall be kept clean and free from rubbish or other debris and from objects or conditions that create or might create a health, fire or accident hazard including buildings under construction.

3.13 Structural Standards & Exterior Surfaces

- 3.13.1** Every part of a building shall be maintained in a structurally sound condition to the satisfaction of the Chief Building Official or designate to be capable of sustaining safely its own weight and any additional load to which may be subject through normal use.
- 3.13.2** The exterior walls, roofs and other parts of the dwelling shall be free from loose, rotten, broken materials and objects. Such materials and objects shall be removed, repaired or replaced.
- 3.13.3** All exterior surfaces of building shall be finished materials such as shingles, steel, brick, siding, glass, exterior paint that provide adequate protection from the weather.
- 3.13.4** All residential buildings shall have exterior surfaces installed within one year from the date of issuance of building permit.
- 3.13.5** Notwithstanding sections (3.13.3) and (3.13.4) of this Section where buildings or parts of building have been abandoned, all doors, windows and other opening shall be boarded with a minimum ½" exterior plywood, sheathing or other similar approved material to prevent the entry of persons, birds, vermin, snow and rain and shall be painted with exterior paint in order to be protected from the weather.

3.14 Surface of Driveways

- 3.14.1** Driveways, ramps, parking garages, parking areas, paths, walkways, landings, outside stairs and any similar area shall be maintained to provide a safe surface for normal use.
- 3.14.2** All areas used for vehicular traffic and parking shall have a surface covering of asphalt, concrete, or compacted stone or gravel and shall be kept in good repair and free of litter.
- 3.14.3** Steps, walks, driveways, parking spaces and other similar areas shall be maintained to afford safe passage under normal use and weather conditions day or night.

3.15 Garbage

- 3.15.1** In a building containing more than one rental unit, one or more suitable containers or compactors shall be provided for garbage.
- 3.15.2** Garbage in a container or compactor provided in accordance with subsection (3.15.1) shall be stored and either placed for pick-up or regularly disposed of so as not to cause a risk to the health or safety of any person.
- 3.15.3** A container or compactor provided in accordance with subsection (3.15.1) shall be maintained in a clean and sanitary condition, shall be accessible to tenants and shall not obstruct an emergency route, driveway or walkway.
- 3.15.4** Every building and every dwelling unit within a building shall utilize sufficient receptacles or garbage bags to contain all garbage, rubbish and ashes.
- 3.15.5** Receptacles shall be:
 - (a) Made of water tight construction;
 - (b) Vermin proof; and
 - (c) Maintained in a clean state.
- 3.15.6** Garbage, rubbish, debris and ashes shall be promptly stored in receptacles and made available for removal in accordance with bylaws of The Corporation of County of Simcoe and the Township.

3.16 Rodents

3.16.1 A residential complex shall be kept reasonably free of rodents, vermin and insects.

3.16.2 The methods used for exterminating rodents and insects shall be in accordance with applicable municipal, federal or provincial law.

3.16.3 Openings and holes in a building containing one or more rental units shall be screened or sealed to prevent the entry of rodents, vermin, insects and other pests.

3.17 Swimming Pools & Ponds

3.17.1 Every swimming pool and pond shall be maintained to be in a clean and safe condition to not present a health hazard.

3.17.2 Every swimming pool shall be free of leaks and faulty equipment.

3.18 Abandoned Refrigerators

3.18.1 An abandoned or inoperable icebox, refrigerator or freezer shall not be left in a common area unless it is awaiting removal.

3.18.2 An icebox, refrigerator or freezer that is awaiting removal shall have all its doors removed.

3.19 Signs

3.19.1 Every part of a ground sign shall be maintained in a structurally sound condition to the satisfaction of the Chief Building Official or designate to be capable of sustaining safely, its own weight and any additional load, including wind load, to which it may be subject through normal use. Materials which have been damaged or show evidence of rot or other deterioration shall be repaired or replaced.

3.19.2 Every sign face shall be maintained as to be legible and visible. Any sign face which has faded or shows signs of wear shall be repainted, repaired or removed.

3.19.3 Every ground sign which displays advertising to rent, lease or buy that sign or advertising space for more than 12 consecutive months shall be removed.

3.20 Mobile Home Parks and Land Lease Communities

- 3.20.1** A supply of potable water and water pressure that are sufficient for normal household use shall be available for each rental unit in a mobile home park or land lease community.
- 3.20.2** An adequate supply of water and adequate water pressure shall be available for firefighting.
- 3.20.3** Fire hydrants owned by the landlord shall be regularly tested and maintained and kept free from accumulations of snow and ice.
- 3.20.4** Roads within a mobile home park or land lease community shall be,
 - (a) kept free of holes and cleared of snow and obstructions;
 - (b) maintained to control dust; and
 - (c) kept passable.
- 3.20.5** Excavations made for repairs shall be filled in and the ground returned to its previous condition.
- 3.20.6** Mailboxes and the approaches to them shall be kept free of snow and other obstructions.
- 3.20.7** Where the distance between mobile homes is three meters or more, that distance shall not be reduced to less than three meters through the addition of a deck or ramp or by any other means, unless a lesser distance provides an adequate degree of fire safety.
- 3.20.8** Sewage holding tanks in a mobile home park or land lease community shall be emptied whenever necessary.
- 3.20.9** Sewage connections and other components of a sewage system shall be provided in a mobile home park or land lease community and shall be permanently secured to prevent a discharge of sewage.
- 3.20.10** Electrical supply and connections in a mobile home park or land lease community supplied by the landlord shall be maintained free of conditions dangerous to persons or property.

4.0 ADMINISTRATION AND ENFORCEMENT

4.1 Officers and Inspectors

- 4.1.1** This bylaw shall be administered and enforced by a Property Standards Officer.

4.2 Inspection and Entry

- 4.2.1** An Officer or any person acting under his instruction such as but not limited to a Fire Chief, a Building Inspector, and a Structural Engineer may, at all reasonable times and upon producing identification, enter and inspect any property.
- 4.2.2** An Officer or any person acting under his instructions shall not enter any room or place used as a dwelling without requesting and obtaining the consent of the occupier, first having informed the occupier that the right of entry may be refused, and entry made only under the authority of a warrant.

4.3 Order

- 4.3.1** If after inspection, the Officer is satisfied that in some respect, the property does not conform to the standard prescribed in this bylaw, the Officer shall serve or cause to be served by personal service or sent by prepaid registered mail to the owner of the property and all personal affected as the Officer determines an Order containing particulars of the nonconformity and may, at the same time, post the Order on the property and register the Order in accordance with the *Building Code Act*.
- 4.3.2** The Order shall contain:
- (a) the municipal address of such property;
 - (b) reasonable particulars of the repairs to be affected or a statement that the site is to be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition;
 - (c) the period in which there must be compliance with the term and conditions of the Order giving notice that, if such repair or clearance is not so done within the times specified in the Order, the municipality may carry out the repair or clearance at the expense of the owner; and
 - (d) the final date for giving notice of appeal from the Order.
- 4.3.3** The Order when sent by registered mail shall be sent to the last known address of the person to whom it is sent.

- 4.3.4 If the Officer is unable to effect service under Section 15.2(3) of the *Building Code Act*, he shall place a placard containing the terms of the Order in a conspicuous place on the property, and the placing of the placard shall be deemed to be sufficient service of the Order on the owner.
- 4.3.5 An Order under Section 15.2(2) of the *Building Code Act* may be registered in the proper Land Registry Office and, upon such registration, and person acquiring any interest be deemed to have been served with the Order on the date on which the Order was served and, when the requirements of the Order have been satisfied the Clerk of the municipality shall forthwith register in the proper Land Registry Office a certificate that such requirements have been satisfied, which shall operate as a discharge of such Order.

4.4 Property Standards Committee

- 4.4.1 The Property Standards Committee is hereby continued, consisting of a minimum of three resident ratepayers of the Township appointed by Council for the term of Council, and thereafter Council will forthwith fill vacancies as they occur.
- 4.4.2 The members of the Committee shall elect one of themselves as Chairperson, and when the Chairperson is absent through illness or otherwise, the Committee may appoint another member to be Acting Chairperson.
- 4.4.3 Any member of the Committee may administer oaths.
- 4.4.4 A secretary shall be appointed to keep on file the minutes and records of all applications and decisions thereon and of all other official business of the Committee.
- 4.4.5 A majority of the Committee constitutes a quorum and the Committee shall adopt a Procedure Bylaw of Council as its own rules and procedure subject to the modifications agreed upon by the Committee.

4.5 Appeal to Committee

- 4.5.1 When the owner or occupant upon whom an Order has been served is not satisfied with the terms and conditions of the Order, the owner or occupant may appeal to the Committee by sending notice of appeal by registered mail to the Secretary of the Committee within fourteen days after service of the Order and in the event no appeal is made, the Order shall be deemed to have been confirmed.

- 4.5.2** When an appeal has been made, the Committee shall hear the appeal and shall have all powers and functions of the Officer and may confirm the Order to demolish or repair, may modify or quash the Order or may extend the time for complying.

4.6 Appeal to the Court

- 4.6.1** The owner or the Township may appeal the Committee's decision to the Superior Court of Justice.

4.7 Confirmed Order

- 4.7.1** The Order, as deemed to be confirmed pursuant to the *Building Code Act*, or as confirmed or modified by the Committee or in the event of an appeal to a Judge as confirmed or modified by the Judge, shall be final and binding upon the owner and occupant who shall make the repair or effect the demolition within the time and in the manner specified in the Order.
- 4.7.2** Employees or agents of the Corporation may enter the property at any reasonable time, without a warrant, to affect the Order.

4.8 Penalty

- 4.8.1** A person who contravenes a bylaw passed under Section 15.1(3) of the *Building Code Act* or an owner who fails to comply with any Order shall be guilty of an offence and is liable upon conviction to a fine of not exceeding \$25,000 for a first offence and to a fine not exceeding \$50,000 for any subsequent offence.
- 4.8.2** If a corporation is convicted of an offence, the Corporation is liable to a fine not exceeding \$50,000 for a first offence and to a fine not exceeding \$100,000 for any subsequent offence.

4.9 Power of the Corporation to Repair or Demolish

- 4.9.1** If the owner or occupancy of the property fails to demolish the property or to repair in accordance with an Order as confirmed or modified, the Corporation in addition to all other remedies:
- (a) shall have the right to demolish or repair the property accordingly and for this purpose with its servants and agents from time to time to enter in and upon the property; and

- (b) shall not be liable to compensate such owner, occupant or any other person having an interest in the property by reason of anything done by or on behalf of the Corporation under the provisions of this section.

4.10 Recovery of Expense

- 4.10.1** If the owner of the property fails to demolish the property or to repair in accordance with an Order as confirmed or modified, such demolition or repair shall be done at the owner's expense, and the Township may recover all expenses incurred in effecting the Order.

4.11 Emergency Powers

- 4.11.1** Despite any other provisions of the bylaw, if upon inspection of a property the Officer is satisfied there is nonconformity with standards prescribed in this bylaw to such extent as to pose an immediate danger to health or safety of any person, the Officer may make an Order containing particulars of nonconformity and requiring remedial repairs or other work to be carried out forthwith to terminate the danger.
- 4.11.2** After making an Order under Subsection (4.11.1), the Officer may either, before or after the Order is served, take or cause to be taken any measures he considers necessary to terminate the danger, and for this purpose, the municipality has the right, through its servants and agents to enter in and upon the property from time to time.
- 4.11.3** Where the Order was not served before measures were taken by the Officer to terminate the danger, as mentioned in subsection (4.11.2), the officer shall forthwith after the measures have been taken serve or send copies of the Order and each copy of the Order shall have attached thereto a statement by the Officer describing the measures taken by the municipality and providing details of the amount expended in taking the measures.
- 4.11.4** Where the Order was served before the measures were taken, the Officer shall forthwith after the measures have been taken serve or send a copy of the statement mentioned in Subsection (4.11.3) to the owner of the property and all persons having interest in the property as determined by the Officer.

- 4.11.5** Forthwith after the requirements of Subsection (4.11.3) or (4.11.4) have been complied with the Officer shall apply to a Judge of the Superior Court of Justice in which the property is situated for an Order confirming the Order made under Subsection (4.11.1).
- 4.11.6** Where the municipality demolishes or repairs property or takes measures to terminate a danger as mentioned in Subsection (4.11.2) the municipality shall have a lien on the land.

4.12 Service Fees

- 4.12.1** In the event that an Order is issued to a property owner due to non-compliance of the Property Standards Bylaw, inspection fees in accordance with the Fees and Charges Bylaw shall be charged. Included in the inspection fees are all inspections that have taken place prior to and after an Order has been issued for each complaint.
- 4.12.2** The owner shall pay the fee levied under Subsection (4.12.1).
- 4.12.3** The levy of these fees is in addition to any other means of enforcement deemed necessary by the Municipality.

5.0 EFFECT AND REPEAL

- (a) This bylaw shall come into force and effect on the date of passing.
- (b) Bylaw 18-56 is hereby repealed.

BYLAW READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 10TH DAY OF AUGUST 2022.



Floyd Pinto, Mayor

Dianne Gould-Brown, Clerk