



City of Port Moody

Bylaw No. 3467

A Bylaw to prescribe standards for the maintenance of rental residential premises within the City of Port Moody.

The Council of the City of Port Moody enacts as follows:

1. Citation

- 1.1 This Bylaw may be cited as “City of Port Moody Standards of Maintenance Bylaw, 2024, No. 3467”.

2. Definitions

- 1.2 In this Bylaw,

“Bathroom” means a room containing at least one Toilet and Toilet tank, one Sink, one Bathing Fixture, and constructed so that complete privacy is available to the user.

“Bathing Fixture” means either a bathtub or Shower with hot and cold water connected thereto.

“Building” means any structure used or intended for supporting or sheltering any use or occupancy.

“*Building Code*” means the British Columbia *Building Code* as adopted by the Minister responsible under provincial legislation.

“Building Official” means the person holding that position for the City, and includes a Building inspector, plan checker, plumbing inspector, inspector designated or appointed by the City, and for certainty the Building Official is the “Building Inspector” referred to in the *Community Charter and Local Government Act*,

“Bylaw Enforcement Officer” means a person appointed to enforce bylaws for the City.

“City” means the City of Port Moody.

“Cooking Facility” means an appliance in or upon which food may be heated.

“Council” means the elected officials of the City.

“Dwelling Unit” means one or more habitable rooms, constituting one self-contained unit with a separate entrance, used or intended to be used as a residence by one (1) or more Persons and containing Cooking Facility, eating, living, Sleeping Unit, and Sanitary Facilities.

“Fees Bylaw” means the City of Port Moody Fees Bylaw as amended from time to time.

“Fire Inspector” means a person qualified under the *Fire Safety Act* to carry out fire safety inspections.

“Heating System” means any system for heating the air in the rooms of a Rental Unit and does not include the Kitchen.

“Housekeeping Unit” means a Sleeping Unit containing a Sink and Cooking Facilities.

“Landlord” has the same meaning as in the *Residential Tenancy Act*.

“Licence Inspector” means a Person holding that position for the City or a person appointed to act in the place of the Licence Inspector.

“Owner” means Owner as defined in the *Community Charter*.

“Rental Unit” has the same meaning as in the *Residential Tenancy Act*.

“Residential Property” has the same meaning as in the *Residential Tenancy Act*.

“Repair” includes replacing, making additions or alterations, or taking action required for the premises to conform to the standards prescribed by this Bylaw.

“*Residential Tenancy Act*” means Chapter 78 of the Statutes of British Columbia 2002.

“Sanitary Facilities” means any Toilet and Toilet tank, urinal, Bathing Fixture, or Sink.

“Shower” means an area dedicated for bathing that uses a faucet with hot and cold water connected thereto, which produces a spray of water to stand under hot and cold water.

“Sink” means a plumbing fixture, primarily intended for the washing of dishes and utensils, with hot and cold water connected thereto.

“Sleeping Unit” means one or more rooms equipped to be used for sleeping and sitting purposes only, with no Cooking Facilities or Sanitary Facilities.

“Tenant” refers to a Person or Persons who have entered a Tenancy Agreement to rent a Rental Unit or manufactured home site.

“Tenancy Agreement” has the same meaning as in the *Residential Tenancy Act*.

“Toilet” means a fixed receptacle, using a large bowl with a tank connected to the Building drain.

- 2.2 Except as otherwise defined herein, words and phrases in this Bylaw are to be construed in accordance with their meanings under the *Community Charter*, the *Residential Tenancy Act*, and the *Interpretation Act*, as the context and circumstances require. A reference to an Act refers to a statute of British Columbia unless otherwise stated, and a reference to any statute, regulation, code, or bylaw refers to that enactment as it may be amended or replaced from time to time.

3. Application

- 3.1 This Bylaw applies to Residential Properties in the City which are subject to a Tenancy Agreement as defined in the *Residential Tenancy Act*.

4. Responsibility for Administration

- 4.1 Any of the following City officials may administer and enforce this Bylaw:

- (a) Bylaw Enforcement Officer;
- (b) Building Official;
- (d) Licence Inspector; and
- (d) in respect of a fire safety inspection, a Fire Inspector.

- 4.2 A person must not obstruct or hinder a City official acting in the course of their duties under this Bylaw.

5. Right of Entry

- 5.1 A Bylaw Enforcement Officer, a Building Official, or a Licence Inspector, on showing proper identification, may enter on or into Residential Property in accordance with section 16 of the *Community Charter* to determine whether the requirements of this bylaw are being met.

- 5.2 A Fire Inspector, on showing proper identification, may enter on or into any Residential Property in accordance with the *Fire Safety Act* to determine whether the requirements of this Bylaw are being met.

- 5.3 A person qualified under sections 5.1 or 5.2 to enter on or into property may be accompanied by a person qualified by Technical Safety BC to determine whether the requirements of this bylaw relating to electrical systems and lighting are being met.

6. Landlord Duties and Obligations

- 6.1 A Landlord must ensure that each Rental Unit is maintained in accordance with the maintenance standards prescribed in this Bylaw.

7. Maintenance Standards

Basements and Garages

7.1 The Landlord of a Residential Property must ensure that:

- a) Basement floor drains are maintained in good working order; and
- b) Floors in a basement are kept dry and free from major cracks, breaks, or similar conditions which would create an accident hazard or allow the entrance of water, moisture, or soil gases into the basement.

Cooling Requirements

7.2 The Landlord of a Residential Property where air conditioning is not provided must not unreasonably prohibit or prevent a Tenant from using a portable device designed to cool internal temperature in a Rental Unit.

Electrical System and Lighting

7.3 The Landlord of a Residential Property must ensure that:

- a) Electrical wiring and lighting equipment including circuits, fuses, circuit breakers, electrical equipment, and electrical Heating Systems are maintained in good working order and in compliance with the *Electrical Safety Act* and pursuant regulations; and
- b) Adequate levels of artificial lighting, including enough lighting fixtures, are maintained in good working order in all Rental Units and common areas in residential properties.

Elevators

7.4 The Landlord of a Residential Property must ensure that:

- a) Every elevator in a Residential Property is maintained in a safe, clean condition and certified to be in good working order and in compliance with the *Elevating Devices Safety Act* and regulations thereto; and
- b) All elevator parts and appendages, including lighting fixtures, lamps, elevator buttons, floor indicators, and ventilation fans, are kept in good working order and operational.

Exterior Doors and Windows

7.5 The Landlord of a Residential Property must ensure that:

- a) Exterior doors, windows, skylights, and hatchways are maintained in good working condition and are weather tight;
- b) Openings in exterior walls, other than doors and windows, are effectively protected to prevent the entry of weather, birds, rodents, insects, or vermin; and

- c) Latching and locking devices on separate entrances to the rental accommodation, are maintained in good working order. Latching and locking devices on windows shall be maintained in good working order.

Exterior Walls

7.6 The Landlord of a Residential Property must ensure that:

- a) Exterior walls and their components are:
 - i) in good working order;
 - ii) weather tight;
 - iii) free from loose or unsecured objects and materials; and
 - iv) maintained in a manner to prevent or retard deterioration due to weather or infestations;
- b) Canopies, marquees, awnings, screens, fire escapes, pipes, ducts, air conditioners, and all other similar equipment, attachments, extensions, and their supporting members are maintained in good working order, properly and safely anchored, and protected against deterioration and decay;
- c) Exterior wall facings, projections, cornices, and decorative features are maintained in good working order and are safely and properly anchored; and
- d) Mechanical ventilating systems and their supporting members are maintained in good working order and in a safe mechanical condition.

Fire Escapes, Stairs, Balconies and Porches

7.7 The Landlord of a Residential Property must ensure that stairways, balconies, porches, landings, and guard/handrails are maintained:

- a) in a safe and clean condition;
- b) in good working order; and
- c) free from holes, cracks, excessive wear, warping, and hazardous obstructions that may create health, fire, or accident hazards.

Floors

7.8 The Landlord of a Residential Property must ensure that:

- a) Floors are maintained in a clean condition, reasonably smooth, 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 is maintained in a safe 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; and

- c) Shower room, Toilet room, and Bathroom floors are covered with moisture resistant floor finishes and in such condition as to permit easy cleaning.

Foundations

7.9 The Landlord of a Residential Property must ensure that foundation walls and other supporting members are maintained in good working order and to control the entrance of moisture.

Gas Appliances and Systems

7.10 The Landlord of a Residential Property must ensure that:

- a) All gas systems and appliances are maintained in safe working order and Repair in compliance with the *Gas Safety Act* and pursuant regulations;
- b) All systems of appliance venting are maintained in safe working order to prevent the creation of a health, fire, or accident hazard; and
- c) Carbon monoxide alarms in Residential Property that contains a fuel-burning appliance or contains a storage garage, are kept up to date in accordance with the *Building Code*.

Heating Systems

7.11 The Landlord of a Residential Property must ensure that:

- a) Heating equipment is maintained in a safe and good working condition to be capable of safely attaining and maintaining an adequate temperature standard, free from fire and accident hazards, and in all rental accommodation, capable of maintaining every room at a temperature of 22°C (72°F) measured at a point 1.5m (5ft) from the floor, and in the centre of the room; and
- b) Where heating equipment or part thereof or any auxiliary Heating System burns solid or liquid fuel, a place or receptacle for the storage of such fuel is provided and safely maintained in a convenient location and so constructed as to be free from fire or accident hazards.

Interior Fire and Health Safety Hazards

7.12 The Landlord of a Residential Property must ensure that fire safety inspections are conducted by Fire Inspectors under the *Fire Safety Act* to ensure walls, floors, and roof constructions, including fire protective closures, sprinkler systems, fire alarm and smoke detection systems and other means of fire protection, are maintained so that they continue to provide the fire resistive properties and protection for which they were designed.

Pest Control

7.13 Landlords and Tenants of Residential Properties must not allow conditions that encourage or tolerate infestation of pests such as mice, rats, bed bugs, cockroaches, and other vermin.

Plumbing and Plumbing Fixtures

7.14 The Landlord of a Residential Property must ensure that:

- a) All plumbing, including plumbing fixtures, drains, vents, water pipes, Toilets, Toilet tanks, and connecting lines to the water and sewer system are maintained in good working order and Repair, free from leaks or other defects, and protected from freezing;
- b) Every Bathing Fixture and Sink has an adequate supply of hot and cold running water, and every Toilet and Toilet tank has an adequate supply of running water;
- c) Every Bathing Fixture is equipped with a device to limit the temperature of the water at point of discharge to not more than 49°C (113° F); and
- d) The service water heater supplying hot water to the plumbing fixtures must be capable of maintaining a maximum temperature of 60°C (140° F).

Roofing

7.15 The Landlord of a Residential Property must ensure that the roof, including the flashing, fascia, soffit, and cornice are maintained in a weathertight condition to prevent the entrance of moisture or leakage of water into the rental premises.

Sanitary Facilities

7.16 The Landlord of a Residential Property must ensure that:

- a) At least one Sink and one Toilet is provided and maintained in proper operating condition for every five (5) Sleeping Units or Housekeeping Units in a Residential Property, and that these facilities are provided in a room or rooms that are accessible from a common area within the Building;
- b) At least one Bathing Fixture is provided and maintained in proper operating condition for every ten (10) Sleeping Units or Housekeeping Units in a Residential Property, and that these facilities are provided in a room or rooms that are accessible from a common area within the Building;
- c) At least one Bathing Fixture, Toilet, and Sink is provided and maintained in proper operating condition in each Dwelling Unit;
- d) The floors and enclosures around Bathing Fixtures will have a smooth finish that is impervious to moisture;
- e) All walls and ceilings in rooms containing Sanitary Facilities will be finished with a smooth, washable surface; and
- f) All rooms containing Sanitary Facilities will be maintained in good working order, free of mould, and in a clean condition.

Structural Integrity

7.17 The Landlord of a Residential Property must ensure that Buildings and their structural members are maintained in good working order and in a manner that provides sufficient structural integrity to safely sustain its own weight and any additional loads and influences on which it may be subjected through normal use.

Vacant Premises

7.18 An Owner of Residential Property must not:

- a) Cause, allow, or suffer a vacant Building on the Residential Property to fall into such a state of disrepair that it becomes unsightly or creates a safety hazard or nuisance to other residents or businesses in the vicinity; and
- b) Must not allow any vacant Building on the Residential Property to be subject to unauthorized entry.

Ventilation

7.19 The Landlord of a Residential Property must ensure that all systems of ventilation, mechanical or natural, meet the manufacturers installation requirements, the *Building Code*, and be maintained in good working order.

Walls and Ceilings

7.20 The Landlord of a Residential Property must ensure that interior walls and ceilings are maintained in good working order and free from holes, or loose or broken plaster that may create health, fire, or accident hazards.

8. Notice to Comply to Bylaw Standards

8.1 A Bylaw Enforcement Officer, Building Official, or Licence Inspector may order an Owner whose Residential Property 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.

8.2 Service of the order referred to in section 8.1 will be sufficient if the notice:

- a) in the case of service on an individual, is served personally or mailed by prepaid registered mail to the address of the Owner shown on the then current year's real property assessment roll for the Residential Property for which the order is issued; or
- b) in the case of service on a corporation, is served personally on a director, officer, or manager of the corporation or by leaving it at, or mailing it by registered mail, to the registered office of the corporation.

8.3 A person who has been served with an order under subsection 8.1 must fully comply within the time set out in the order.

9. Offence and Penalty

9.1 Any Person who causes, permits, or allows anything to be done in contravention or violation of this Bylaw, or who neglects or fails to do anything required to be done pursuant to this Bylaw, has committed an offence against this Bylaw and each day the offence continues shall constitute a separate offence.

9.2 A person who is found guilty of an offence under this Bylaw is liable:

- (a) if proceedings are brought under the *Offence Act*, to pay a fine of up to \$50,000, plus the costs of prosecution, and any other penalty or remedy available under the *Community Charter and Offence Act*; or
- (b) if a ticket is issued under the City of Port Moody Municipal Ticket Information Authorization Bylaw, as amended from time to time, to pay a fine of up to a maximum of \$3,000.

10. Compliance with Other Bylaws

10.1 Compliance with this Bylaw does not excuse an Owner or any Person from the requirement to comply with all other municipal bylaws and regulations.

11. Severability

11.1 If a portion of this Bylaw is found invalid by a court, it will be severed, and the remainder of the Bylaw will remain in effect.

Read a first time this ___ day of _____, 2024.

Read a second time this ___ day of _____, 2024.

Read a third time this ___ day of _____, 2024.

Adopted this ___ day of _____, 2024.

M. Lahti
Mayor

S. Lam
City Clerk

I hereby certify that the above is a true copy of Bylaw No. 3467 of the City of Port Moody.

S. Lam
City Clerk

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