



City of Port Moody

Bylaw No. 3264

A Bylaw to regulate Market Rental Apartment Businesses.

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 Business Licensing and Regulation Bylaw, 2015, No. 3000, Amendment Bylaw No. 5, 2020, No. 3264 (Market Rental Apartment Businesses)”.

2. Amendments

- 2.1 City of Port Moody Business Licensing and Regulation Bylaw, 2015, No. 3000 is amended by adding the following definitions in section 4. Definitions:

“**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, eating, living, sleeping, and sanitary facilities.

Market Rental Apartment means a Multi-Residential Building that consists of five (5) or more rental **dwelling units** where rental costs are based on current market prices.

Multi-Residential means a residential use where the building consists of two (2) or more dwelling units, including semi-detached, triplex, quadruplex, townhouse, and **apartment** forms.

Residential Tenancy Act means Chapter 78 of the Statutes of British Columbia 2002 and any successor legislation dealing with the relationship between residential landlords and their **tenants**.

Tenant refers to a person or persons who has the right of exclusive possession of a **dwelling unit**.

Tenancy Agreement means an agreement, whether written or oral, express or implied, between a landlord and **tenant** respecting possession of a rental unit, use of common areas, and services and facilities.”.

2.2 Bylaw No. 3000 is further amended by adding the following section 6.13:

“6.13 Market Rental Apartments

6.13.1 No person or individual carrying on the **business** of, or operating, a **Market Rental Apartment** shall deliver to any **tenant** a notice of termination of the **tenant’s** tenancy of a **dwelling unit** in the **Market Rental Apartment** in order to renovate or repair the **dwelling unit**, unless the owner has obtained every building permit, plumbing permit, development permit, or heritage alteration permit required by any **City** Bylaw and any other permit or approval required to authorize the renovation or repair, and has either:

- a. entered into a new **tenancy agreement** with the **tenant** in respect of a comparable **dwelling unit** in the same **Market Rental Apartment**, on the same terms, including rent, as the **tenancy agreement** pertaining to the **dwelling unit** being renovated or repaired, or terms that are more favourable to the **tenant**, and provided a copy of the agreement to the **Licence Inspector**, or
- b. made other arrangements in writing for the **tenant’s** temporary accommodation during the course of the renovation or repair, and for their return to their original **dwelling unit** following completion of the renovation or repair, with no increase in rent other than any additional rent increase allowed under Part 3 of the **Residential Tenancy Act**, and provided to the **Licence Inspector** satisfactory documentation of the arrangements including evidence of the **tenant’s** consent to the arrangement.

6.13.2 No person or individual subject to 6.13.1, having failed to comply with section 6.13.1, shall continue to fail to enter into a new **tenancy agreement** as described in section 6.13.1(a) or make other arrangements for the **tenant’s** temporary accommodation and return to their original **dwelling unit** as described in subsection 6.13.1(b).

6.13.3 For the purposes of section 6.13.1,

- a. A **dwelling unit** is comparable to a **dwelling unit** that is being renovated or repaired if it has the same or a greater number of bedrooms and complies with the maintenance standards in section 32 of the **Residential Tenancy Act**, and the rent for the **dwelling unit** is equal to or less than the rent for the **dwelling unit** that is being renovated or repaired; and

- b. the new **tenancy agreement** may either transfer the **tenant's** tenancy permanently to the other **dwelling unit** or entitle the **tenant** to occupy the other **dwelling unit** temporarily during the course of the renovation or repair and return to their original **dwelling unit** following completion of the renovation or repair with no rent increase other than any "additional rent increase" approved under Part 3 of the ***Residential Tenancy Act***.
- 6.13.4 Every person or individual who is subject to section 6.13.1 may apply to Council for:
- a. an exemption from that section in respect of the **Market Rental Apartment**, on the grounds that the renovation or repair plans cannot be safely implemented unless the **Market Rental Apartment** is vacated, or
 - b. an exemption from that section in respect of a portion of the **Market Rental Apartment**, on the grounds that the renovation or repair cannot be safely implemented unless that portion of the **Market Rental Apartment** is vacated and there are insufficient vacant suites in the **Market Rental Apartment** to accommodate **tenants** that require relocation pursuant to section 6.13.1.
- 6.13.5 An application under section 6.13.4 must be accompanied by the written opinion of an architect, engineer, or building code consultant that, after due consideration of all practical alternative approaches to the work, the safe implementation of the renovation or repair plans of a **dwelling unit** requires that the **Market Rental Apartment** be vacated or that a portion of the building be vacated.
- 6.13.6 Council may require any person or individual carrying on the **business** of, or operating, a **Market Rental Apartment** who has made an application under section 6.13.4 to pay the **City's** cost in obtaining a second opinion from an architect, engineer, or building code consultant on whether the safe implementation of the renovation or repair plans requires that the **Market Rental Apartment** or portion of the **Market Rental Apartment** be vacated.
- 6.13.7 Council may, in approving an exemption, impose conditions pertaining to the relocation of **tenants**, including conditions relating to the accommodation of **tenants** during and following the renovation or repair and the rent that may be charged for the **dwelling unit** following the completion of the work.

- 6.13.8 Section 6.13.1 does not apply to any **dwelling unit** in a building that has been determined by an architect, engineer, or building code consultant, or any governmental authority having jurisdiction, including the Fire Prevention Officer, to have been damaged by natural disaster, fire, water, smoke, insect infestation, or structural failure to the point that it is unsafe for any person to occupy the building, if the determination is made in writing and a copy has been delivered to a **Licence Inspector** before any notice of termination of a **tenant's** tenancy is delivered to any **tenant** in the building.
- 6.13.9 The **Licence Inspector** may require any person or individual carrying on the **business** of, or operating, a **Market Rental Apartment** to provide, prior to obtaining a business licence or business licence renewal under this Bylaw, a statutory declaration that states the rent payable in respect of any **dwelling unit** prior to and following renovation or repair work for which a **tenant** is required to vacate their **dwelling unit** and, if the rent was increased, a copy of the director's approval of the rent increase under Part 3 of the **Residential Tenancy Act**.
- 6.13.10 The **Licence Inspector** may issue or renew a business licence under this Bylaw to a person or individual carrying on the **business** of, or operating, a **Market Rental Apartment** who has applied for an additional rent increase related to renovation or repair under Part 3 of the **Residential Tenancy Act** if the director has not yet decided on the rent increase application, if in doing so the **Licence Inspector** indicates on the licence that a surcharge may become payable under section 6.13.11 if the additional rent increase is not allowed, but the rent for the **dwelling unit** in question exceeds the rent that is allowed without the increase.
- 6.13.11 The **Licence Inspector** may levy a monthly business licence surcharge on any owner of a **Market Rental Apartment** who increases rent contrary to this Bylaw, in the amount that is the difference between the rent permitted by this Bylaw and the rent that the **tenant** is paying in respect of the **dwelling unit** that has been renovated or repaired, and may refuse to renew the business licence of any owner of a **Market Rental Apartment**, being subject to such a surcharge, who has not paid the surcharge by the date on which the licence renewal is required.

- 6.13.12 For certainty, sections 6.13.1 to 6.13.11 apply in respect of the renovation or repair of any **dwelling unit** in a **Market Rental Apartment** regardless of whether a building permit authorizing the renovation or repair had been applied for or issued prior to the date of adoption of this Bylaw, and regardless of whether a notice to terminate a tenancy had been delivered prior to that date.
- 6.13.13 Each day on which a person or individual who is subject to section 6.13.1 contravenes section 6.13.2 of this bylaw constitutes a separate offence, whether or not the person or individual who is subject to section 6.13.1 subsequently complies with section 6.13.1 in respect of that tenancy.
- 6.13.14 No offence is committed against section 6.13.1 or section 6.13.2 of this bylaw:
- a. as of the date on which a **tenant**, having been given notice of eviction in contravention of this bylaw or having been evicted in contravention of this bylaw, is accommodated by the person or individual who is subject to section 6.13.1 in accordance with section 6.13.1, in respect of the renovation or repair for which the **tenant** has been evicted; or
 - b. as of the date on which a copy of a written withdrawal of a notice of eviction that would have contravened this bylaw, having been previously provided to the **tenant**, is provided to the **Licence Inspector**.
- 6.13.15 In sections 6.13.1 to 6.13.14, “owner” means the owner of any apartment building who operates a **Market Rental Apartment** and includes the person who holds a Licence under this Bylaw to carry on that **business**.

3. Severability

- 3.1 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 28th day of July, 2020.

Read a second time this 28th day of July, 2020.

Read a third time this 28th day of July, 2020.

Adopted this ___ day of _____, 20__.

R. Vagramov
Mayor

D. Shermer
Corporate Officer

I hereby certify that the above is a true copy of Bylaw No. 3264 of the City of Port Moody.

D. Shermer
Corporate Officer