

CITY OF SURREY

BY-LAW NO. 17686

A by-law to regulate rental premises

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- (a) WHEREAS conditions contrary to the health, safety or protection of persons may be found to exist in rental properties and such conditions are contrary to the health and well-being of tenants in the City;
- (b) AND WHEREAS the abatement of such conditions will improve the general welfare of the residents of the City.

Under its statutory powers, including Sections 8, 12, 16 and 63 of the *Community Charter*, S.B.C. 2003, c. 26, as amended, the Council of the City of Surrey enacts the following provisions.

INTENT OF BY-LAW

- (a) to prescribe standards for the maintenance of rental properties; and
- (b) to improve the general welfare of the community through the regulation of rental properties.

**PART 1
INTRODUCTORY PROVISIONS**

Title

- 1. This By-law may be cited as "Surrey Rental Premises Standards of Maintenance By-law, 2012, No. 17686".

Definitions

- 2. In this By-law,

"Building"

means any structure used, designed or intended for the support, enclosure, shelter or protection of Persons or property;

City"

means the City of Surrey.

"Council"

means the City Council of Surrey.

"Inspector"

means:

- (a) the Fire Chief, and every Person appointed by Council or the Fire Chief, as applicable, to be an officer or employee of the City's Fire and Rescue Service;
- (b) a Building Inspector;
- (c) a peace officer;
- (d) the Manager, By-laws & Licensing Services and every By-law Enforcement Officer,;
- (e) a safety officer under the *Safety Standards Act*, S.B.C. 2003, c. 39, as amended;
- (f) a health inspector appointed by the Fraser Health Authority;
- (g) the deputy of a Person, officer or employee referred in paragraphs (a) to (f); and
- (h) other Persons designated by Council by name or office or otherwise to act in the place of the Persons, officers or employees referred to in paragraphs (a) to (g).

"Owner"

has the same meaning as owner as defined in the *Community Charter*, S.B.C. 2003, c. 26, as amended.

"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.

"Rental Premises"

means:

- (a) a Building, a part of a Building or a related group of buildings, in which one or more Rental Units or common areas are located;
- (b) the parcel or parcels on which the Building, related group of buildings or common areas are located;
- (c) the Rental Unit and common areas; and
- (d) any other structure located on the parcel or parcels.

"Rental Unit"

means living accommodation rented or intended to be rented to a Tenant

"Repair"

includes replacing, making additions or alterations or taking action required for the Rental Premises to conform to the standards prescribed by this By-law

"Tenancy Agreement"

means an agreement, whether written or oral, express or implied, between a landlord and a Tenant respecting possession of a Rental Unit, use of common areas and services and facilities, and includes a licence to occupy a Rental Unit

"Tenant"

includes:

- (a) the estate of a deceased Tenant, and
- (b) when the context requires, a former or prospective Tenant.

Interpretation

- 3. In this By-law, every reference to an enactment is a reference to the enactment and also to any regulation made under the enactment, all as may be amended, re-enacted or replaced from time to time.

Severability

- 4. In the event that any portion of this By-law is declared *ultra vires* by a Court of competent jurisdiction, then such a portion shall be deemed to be severed from the By-law to the extent and the remainder of the By-law shall continue in force and effect.

**PART 2
OWNERS DUTIES AND OBLIGATIONS**

- 5. An Owner of Rental Premises must not use, permit the use of, lease, rent or offer for lease or rent any Rental Unit that does not at all times conform to the standards prescribed by this By-law.
- 6. An Owner of Rental Premises shall maintain the Rental Premises in accordance with the requirements and standards prescribed in this By-law.
- 7. Without limiting Sections 5 and 6, the Owner of every Rental Premises shall be responsible to ensure that all standards and requirements of this By-law are maintained, provided and carried out in a timely manner, and that the requirements of Part 5 of this By-law are complied with.

PART 3
PROVISION OF SERVICES AND UTILITIES

Water

8. Every hand basin, bathtub, shower and sink in a Rental Premises shall, at all times when occupied by a Tenant, be provided with a continuous and adequate supply of hot and cold running water, and every toilet and toilet sink shall have an adequate supply of running water.
9. Hot water shall be supplied to a Rental Premises at a minimum temperature of 45°C and a maximum of 60°C.

Heat

10. Furnaces and other heating equipment installed within a Rental Premises must be capable of continuously maintaining each room in every Rental Premises at a minimum temperature of 22°C, measured at a point 1.5 metres from the floor and in the centre of the room.
11. At the request of any Tenant of a Rental Premises, the Owner of the Rental Premises must, without unreasonable delay, provide sufficient heat to the Tenant's Rental Premises to meet the minimum temperature standard prescribed in Section 10.

Light

12. Adequate levels of artificial lighting shall be maintained in good working order at all times in all Rental Premises.

Mandatory Provision of Services and Utilities

13. No Owner, nor anyone acting on the Owner's behalf, shall discontinue, disconnect, shut off or remove, or cause to be discontinued, disconnected, shut off or removed, any service or utility providing light, heat, air conditioning, refrigeration, water or cooking facilities for any Rental Premises occupied by a Tenant, except for such reasonable period of time as may be required for the purpose of Repairing, replacing or altering the service or utility.
14. Despite Section 13, if a Tenant fails to pay service or utility rates or fees as required by the Tenancy Agreement and, as a result of the non-payment, the service or utility is discontinued, disconnected, shut-off or removed, the Tenant shall be deemed to have caused the discontinuance, disconnection, shutting off or removal of the service or utility.

Elevators

15. Every elevator in a Rental Premises shall be maintained in a safe, clean condition, certified under the *Safety Standards Act* and the *Elevating Devices Safety Regulation*, B.C. Reg, 101/2004, as amended.

**PART 4
APPLICATION**

16. This By-law applies to all Rental Premises and Rental Units in the City that are subject to Tenancy Agreements.

**PART 5
ADMINISTRATION AND ENFORCEMENT**

Inspector's Right of Entry

17. An Inspector is authorized to enter, at all reasonable times on any property and in a reasonable manner to ascertain whether the requirements of this By-law are met.

Notice to Comply to By-law Standards

18. An Inspector may direct an Owner whose Rental Premises fails to meet the requirements of this By-law to remedy the non-compliance within the time stated by the Inspector in a written notice to comply delivered to the Owner.

Penalties

19. Every Person who contravenes any provision of this By-law or who suffers or permits any act or thing to be done in contravention of or in violation of any provision of this By-law, or who neglects to do or refrains from doing anything required to be done by any provision of this By-law or any notice issued pursuant hereto, commits an offence punishable upon summary conviction, and shall be liable to a fine of not less than the sum of \$200, but not exceeding the sum of \$10,000 and imprisonment for not more than six months.
20. Each day that an offence is permitted to exist shall constitute a separate and distinct offence.

Compliance With All Other Laws

21. Compliance with this By-law does not excuse an Owner or any Person from the requirement to comply with all other municipal By-laws, statutes, regulations, codes and laws.

Commencement

22. This By-law shall come into force on the date of final adoption hereof.

PASSED FIRST READING on the 11th day of June, 2012.

PASSED SECOND READING on the 11th day of June, 2012.

PASSED THIRD READING on the 11th day of June, 2012.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 25th day of June, 2012.

MAYOR

CLERK