NO. 20-091

RENTAL PROPERTY STANDARDS OF MAINTENANCE BYLAW

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to establish minimum standards of maintenance for rental units and residential properties in Victoria for the health, safety and protection of tenants and existing rental stock; the protection and enhancement of the well-being of the community; and better regulation of residential rental businesses.

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Under its statutory powers, including section 8(3)(g) and (h) and section 8(6) of the *Community Charter* and section 32(1)(a) of the *Residential Tenancy Act*, the Council of the Corporation of the City of Victoria, in an open meeting assembled, enacts the following provisions:

PART 1 – INTERPRETATION AND APPLICATION

Title

1. This Bylaw may be cited as the "Rental Property Standards of Maintenance Bylaw".

Definitions

2. (1) In this Bylaw, the following words and terms have the meanings set out in the *Residential Tenancy Act*: landlord, rental unit, residential property, tenancy agreement, tenant.

(2) In this Bylaw:

"bathroom"

means a room consisting of not less than one toilet, one wash basin and one bathtub or shower;

"Building Code"

means the British Columbia Building Code, as amended from time to time;

"community kitchen"

means a room not part of a dwelling unit or housekeeping unit and designed or intended for the use of the preparation of food;

"dwelling unit"

means one or more habitable rooms designed, occupied or intended for use, including occupancy, by one or more persons as an independent and separate residence in which a facility for cooking, sleeping facilities and a bathroom are provided for the exclusive use of such person or persons;

"facility for cooking"

includes any equipment, device or appliance used to heat or cook food, or any combination thereof, and includes the arrangement of service lines which provide the energy source being used or intended to be used to service such facility;

"good order"

means suitable for intended use and functioning as intended and designed;

"housekeeping unit"

means one or more habitable rooms containing therein facilities for cooking and a sink but no other sanitary facilities;

"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;

"sanitary facilities"

includes any toilet and toilet tank, urinal, bathtub, shower or hand basin;

"sleeping unit"

means one or more habitable rooms equipped to be used for sleeping and sitting purposes only.

Application

3. This Bylaw applies to all rental units and residential properties that are regulated by the *Residential Tenancy Act*.

PART 2 – MAINTENANCE STANDARDS

Owner's Duties and Obligations

4. An owner of residential property shall maintain it in accordance with the standards prescribed in this Bylaw, and shall not use, permit the use of, rent or offer to rent any rental unit that does not conform to the minimum maintenance standards prescribed in this Bylaw.

Plumbing and Water

5. (1) All plumbing, including plumbing fixtures, drains, vents, water pipes, toilets and toilet tanks, and connecting lines to the water and sewer system, in the residential property shall be maintained in good order.

(2) Every hand basin, bathtub, shower, and sink in the rental units shall have an adequate supply of hot and cold running water and every toilet and toilet sink in the residential property shall have an adequate supply of running water.

(3) Hot water supplied to the rental units must be at a minimum temperature of 45°C (113°F) and a maximum of 60°C (140°F).

(4) Water provided to a rental unit must be fit to drink.

(5) A person providing a rental unit in a residential property for rent must, within a reasonable period of time, repair or replace any structures or surfaces within the residential property that are damaged by water due to plumbing leaks, water ingress, or any other cause.

Gas and Electrical Appliances and Systems

6. (1) All gas and electrical systems and appliances in a residential property shall be maintained in good order.

(2) All systems of appliance venting in a residential property shall be maintained in good order.

Heating Systems

7. (1) Every rental unit shall be provided with adequate heating facilities that are maintained in good order.

(2) Heating facilities provided in a rental unit shall be capable of maintaining a minimum indoor air temperature in the rental unit of at least 21°C (70 °F).

(3) The heating equipment shall be turned on in order to maintain the required temperature defined in subsection (2) upon the request of any occupant of a rental unit.

(4) Portable room heaters or cooking facilities must not be used as a primary source of heat in a rental unit.

Electrical Systems and Lighting

8. (1) Electrical wiring and lighting equipment, including circuits, fuses, circuit breakers, electrical equipment and electrical heating systems, shall be maintained in good order in a residential property.

(2) Adequate levels of artificial lighting shall be maintained in good order in each room of a rental unit, and in all common areas of a residential property.

Maintenance of Services and Utilities

9. (1) No person providing a rental unit in a residential property, or anyone acting on that person's behalf, shall disconnect or cause to be disconnected any service or utility providing light, heat, air conditioning, refrigeration, water or cooking facilities for any rental unit 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, and then only during the reasonable minimum time that the action is necessary.

(2) Any person disconnecting or causing to be disconnected any service or utility pursuant to subsection (1) for the purposes of routine maintenance must provide notice of the disconnection and its estimated duration to all affected tenants no less than 24 hours prior.

(3) Any person responsible for any service or utility rates shall be deemed to have caused the disconnection, shutting off, removal or discontinuance of the service or utility if the person fails to pay the rates and, as a result of the non-payment, the service or utility is no longer provided, and that same person is responsible for reinstating the service or utility and for any fees associated with doing so.

Appliances and Other Facilities

10. A person providing a rental unit in a residential property for rent must ensure that all appliances and other facilities and services supplied by the landlord are maintained in good order.

Cooking Facilities

11. (1) No one shall prepare food or permit the preparation of food in a sleeping unit.

(2) All sleeping units shall have access to a community kitchen within the residential property that is:

(a) equipped with a facility for cooking, mechanical refrigeration in the proportion of 0.0566 cubic meters (2 cubic feet) for each occupant, and a sink installed in a counter having a backsplash and drain board made of materials impervious to water;

(b) accessible from a common entrance; and

(c) maintained in good order and in a clean condition.

(3) All housekeeping units and dwelling units shall have a kitchen area that is:

(a) equipped with a facility for cooking, mechanical refrigeration, and a sink installed in a counter having a backsplash and drain board made of materials impervious to water; and

(b) maintained in good order and in a clean condition.

Sanitary Facilities

12. (1) For sleeping units and housekeeping units:

(a) every unit shall have access to a hand basin, toilet, and bathtub or shower that are in good order within the residential property;

(b) at least one hand basin and one toilet shall be provided and maintained in good order for every 5 sleeping units or housekeeping units in a residential property;

(c) at least one bathtub or shower shall be provided and maintained in good order for every 10 sleeping units or residential units in a residential property; and

(d) the hand basins, toilets, bathtubs and showers provided pursuant to paragraphs (b) and (c) shall be provided in a room or rooms that are accessible from a common area within the building.

(2) At least one bathtub or shower, toilet, and hand basin shall be provided and maintained in good order within each dwelling unit.

(3) The floors and enclosures around showers in a residential property shall be finished with a smooth finish that is impervious to moisture.

(4) All walls and ceilings in rooms containing sanitary facilities within a residential property shall be finished with a smooth, washable surface.

(5) All rooms containing sanitary facilities within a residential property shall:

(a) have a door that can be securely closed at any entrance, and

(b) be maintained in good order, free of mould and in a clean condition.

Laundry Facilities

13. (1) Subject to subsection (4), every residential property containing one or more sleeping units or housekeeping units shall provide and maintain for the use of tenants a minimum of one washer and dryer contained within a laundry room.

(2) Every laundry room within a residential property shall be maintained in a clean and sanitary condition and all sinks provided in a laundry room shall be connected to hot and cold running water and properly connected to the drainage system.

(3) Subject to subsection (4), every dwelling unit shall contain a laundry room equipped with provisions for a washer and dryer to be installed.

(4) A laundry room need not be provided in a dwelling unit or a residential property if the owner provides evidence demonstrating that:

(a) it is not possible to provide a laundry room without evicting a tenant; or

(b) it is not possible to provide a laundry room without undertaking significant and costly plumbing upgrades.

Garbage, Debris Storage and Disposal

14. For every residential property:

(1) all garbage and refuse shall be stored in proper receptacles and removed in accordance with the requirements of all applicable City bylaws;

(2) garbage bags containing garbage shall be stored only within an enclosed garage or in a covered garbage receptacle;

(3) a garbage storage facility or a sufficient number of suitable receptacles shall be provided that are readily accessible to all occupants and sufficient to contain all garbage, debris and waste;

(4) every receptacle for garbage shall be water tight, provided with a tight-fitting cover, rodent and pest proof and maintained in a clean and tidy state;

(5) every garbage chute, garbage disposal room, garbage storage area, garbage container or receptacle shall be washed and cleaned as often as is necessary to maintain a clean and odour free condition; and

(6) the site dedicated to the temporary storage and disposal of garbage and refuse shall be kept in a litter-free and odour-free condition, and maintained in a manner that will not attract rodents or pests, create a health or other hazard, or obstruct an emergency route.

Structural Integrity

15. Every building that is part of the residential property, and its structural components, including roofs, stairs, railings, porches, deck joists, rafters, beams, columns, foundations, floors, walls and ceilings, shall be maintained in good order.

Foundations

16. In every residential property, foundation walls and other supporting members shall be maintained in good order.

Exterior Walls

17. For every residential property:

(1) exterior walls and their components shall provide adequate protection from the weather and shall be maintained

(a) in good order,

(b) free from loose or unsecured objects and materials, and

(c) in a manner to prevent or retard deterioration due to weather or infestations;

(2) canopies, marquees, awnings, screens, fire escapes, pipes, ducts, air conditioners and all other similar equipment, attachments, extensions and their supporting members shall be maintained in good order, safely and properly anchored and protected against deterioration and decay;

(3) exterior wall facings, projections, cornices and decorative features shall be maintained in good order and safely and properly anchored; and

(4) mechanical ventilating systems and their supporting members shall be maintained in good order.

Doors, Windows and Ventilation

18. (1) Openings in exterior walls of a residential property, other than doors and windows, shall be effectively protected to prevent the entry of rodents, insects or pests.

(2) All exterior doors and windows in a rental unit shall be maintained in good order, weather tight, and capable of being securely closed and locked.

(3) All doors to the rental unit shall be maintained in good order, weather tight, and capable of being securely closed and locked by the tenant.

(4) All doors within a rental unit shall be maintained in good order.

(5) Every rental unit shall be provided with a means of ventilation.

(6) All systems of ventilation within a rental unit, mechanical or natural, shall be maintained in good order.

(7) All rooms within a residential property with sanitary facilities shall be provided with a window or ventilation system which shall be maintained in good order.

(8) Unless a satisfactory alternative means of ventilation is provided, every habitable room in a rental unit must have at least one window that can be easily opened.

Roofing

19. The roof, including the flashing, fascia, soffit, and cornice, shall be maintained in a weather-tight condition so as to prevent leakage of water into the rental units and common areas of a residential property.

Stairs, Balconies, Porches and Landings

20. Stairways, balconies, porches, and landings within every residential property shall be maintained

(1) in a safe and clean condition;

(2) in good order, and

(3) free from holes, cracks, excessive wear and warping, and hazardous obstructions.

Basements

21. Within every residential property:

(1) basement floor drains shall be maintained in good order; and

(2) floors in a basement shall be kept dry and free from major cracks, breaks or similar conditions that would create an accident hazard or allow the entrance of water into the basement.

Floors

22. Within every residential property:

(1) floors shall be maintained in a clean condition, reasonably smooth and level and free of loose, warped or decayed boards, depressions, protrusions, mould, deterioration or other defects which may create health, fire or accident hazards;

(2) where floors are covered, the covering shall be maintained in a safe condition; and

(3) shower room, toilet room and bathroom floors shall be covered with smooth moisture resistant floor finishes, and in such condition as to permit easy cleaning.

Walls and Ceilings

23. Interior walls and ceilings of a residential property shall be maintained in a clean, mould-free condition**,** in good order and free from holes, or loose or broken plaster that may create health, fire or accident hazards.

Maintenance of Fire Safety Systems and Exits

24. Within every residential property:

(1) walls, floors and roof construction, including fire protective closures, sprinkler systems, fire alarm and detection systems and other means of fire protection, shall be maintained in good order;

(2) each rental unit shall have a working smoke detector in accordance with the British Columbia Fire Code Building Code, the Building Code, and City bylaws;

(3) each means of egress shall be maintained in good order and shall be free of obstructions;

(4) hallways, stairwells, and exterior areas shall be adequately illuminated to allow for safe passage at all times; and

(5) securely fastened handrails shall be provided throughout the residential property in accordance with the Building Code.

Elevators

25. (1) Every elevator in a residential property shall be maintained in a safe, clean, and operational condition at all times.

(2) An elevator in a residential property must not be out of service for more than one month unless the closure cannot reasonably be avoided.

(3) If an elevator is scheduled for service that will require it to be unavailable for use for more than 2 hours, the owner of the residential property must provide notice to all tenants at least two days prior to the scheduled service.

(4) If an elevator is to be out of service or remains inoperative for more than one month, until the elevator returns to operation, the owner of the residential property must provide information to all tenants on the efforts that are being made to repair or replace the elevator and the expected date of the elevator's return to operation

(a) within no less than 35 days of the elevator being out of service, and

(b) thereafter, on a weekly basis.

(5) If the only elevator in the residential property is scheduled to be out of service or remains inoperative for more than 2 hours due to breakdown, in addition to the other requirements of this section, the owner of the residential property must:

(a) notify each tenant in writing as soon as possible of the closure, asking tenants to make their needs as a result of the closure known,

(b) if the elevator remains unavailable, develop a plan in coordination with tenants for accommodating the needs of tenants who require use of the elevator, and within 48 hours of the closure communicate that plan to tenants and implement it, and

(c) while the elevator remains unavailable, provide all tenants with regular updates on the efforts that are being made to repair or replace the elevator, the expected time of the elevator's return to operation, and any changes to the plan referred to in paragraph (b).

(6) Notwithstanding subsections (1) and (2), if an elevator breaks down and the elevator is not required by the Building Code, the owner of the residential property may leave the elevator out of service and cease complying with the requirements of subsections (4) and (5), provided that the owner provides tenants requiring use of an elevator with:

(a) notification in writing as soon as possible, and

(b) reasonable accommodations, which may include financial assistance with moving expenses, compensation, or other arrangements for the benefit of such tenants.

Parking or Storage Garages

26. No machinery, boats, vehicles, trailers or parts of the aforementioned items that are in a wrecked, discarded, dismantled, inoperative or abandoned condition, or rubbish or discarded furniture shall be kept or allowed to remain in a parking garage or parking area of a residential property.

Pest Control

27. (1) A person providing a rental unit in a residential property for rent must take all reasonable steps to avoid infestation of the residential property or any rental unit with rodents and pests, and, if such infestation has occurred, must take reasonable steps to eliminate the infestation.

(2) A tenant occupying a rental unit must cooperate with the landlord in keeping the residential property free of rodent and pest infestation and take any reasonable measures to eliminate the infestation, including adequate sanitation measures, timely removal of waste, and where applicable, the movement and treatment of personal belongings.

(3) When taking steps to eliminate the infestation, landlords must accommodate reasonable alternative treatment options for the infestation based on the needs of the tenant.

Mould

28. (1) A person providing a rental unit in a residential property for rent must take all reasonable steps to prevent mould in the residential property.

(2) If a tenant reports mould to the landlord, the landlord must respond in a timely way and take all reasonable steps to eliminate the mould from all structures and surfaces of a residential property.

Repairs

29. When undertaking any repairs on a residential property, a person providing a rental unit in residential property for rent must utilize a professional with the certification and training suitable for performing the repairs, if the tenant has so requested.

PART 3 – MISCELLANEOUS

Severability

30. If any provision or part of this Bylaw is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, it shall be severed from the Bylaw and the balance of the Bylaw, or its

application in the circumstances, shall not be affected and shall continue to be in full force and effect.

Commencement

31. This Bylaw comes into force on January 31, 2021.

READ A FIRST TIME the	day of	2020
READ A SECOND TIME the	day of	2020
READ A THIRD TIME the	day of	2020
ADOPTED on the	day of	2020

CITY CLERK MAYOR