

Authority: Item 2, Emergency and Community Services Committee Report 23-010 (PED23072)
Council Meeting: August 18, 2023 Ward: City Wide
Written approval for this by-law was given by Mayoral Decision MDE-2023-02
dated September 13, 2023

Bill No. 161

CITY OF HAMILTON

BY-LAW 23-161

Being a By-law Requiring the Supply of Vital Services and to Repeal By-law No. 09-190

WHEREAS City Council deems it necessary to require the supply of water, gas, fuel oil, or electricity by landlords and the suppliers of such vital services and to prohibit the cancellation of such vital services to rental units;

WHEREAS City Council deems it to repeal and replace By-law No. 05- 322 respecting vital services;

WHEREAS Part XIII, Sections 215 through 223 of the Residential Tenancies Act, 2006, S.O. 2006 Chapter 17, provides for the enactment and enforcement of a vital services by-law, lien and rent collection rights, and related matters;

WHEREAS Section 23.5 of the Municipal Act, 2001 S.O. 2001, Chapter 25 allows City Council to delegate hearings or the opportunity for a hearing to its committees;

WHEREAS Section 284.1 of the Municipal Act, 2001 S.O. 2001, Chapter 25 authorizes a municipality to provide for a review or appeal of a decision made by a person or body in the exercise or the intended exercise of a power of the performance or intended performance of a duty delegated to him, her or it by the municipality, including but not limited to, the power to designate the person or body to conduct the review or the appeal, and the power to establish procedures with respect to the review or appeal; and,

WHEREAS Section 446 of the Municipal Act, 2001 provides that a by-law passed under any Act directing or requiring a person to do a matter or thing, allows the municipality to provide that in default of the thing or matter being done by the person directed or required to do it, the matter or thing may be done by the City, at the person's expense, and allowing the municipality may for that purpose enter upon lands at any reasonable time.

NOW THEREFORE the Council of the City of Hamilton enacts as follows:

PART I – SHORT TITLE, INTERPRETATION AND SEVERABILITY

1. This By-law may be referred to as the "Vital Services By-law".
2. In this By-law,
 - (a) a word importing the masculine, feminine or neutral gender only includes members of the other genders;

- (b) a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
 - (c) a reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution therefor or amendment thereof;
 - (d) the headings to each section are inserted for convenience of reference only and do not form part of the By-law;
 - (e) words and abbreviations which have well-known technical or trade meanings are used in the By-law in accordance with those recognized meanings; and
 - (f) where an officer of the City is named, or a reference is made to an office of the City, that reference shall be deemed to include a reference to the designate of that person, as appointed in accordance with policies and procedures of the City in force from time to time.
3. If a court of competent jurisdiction declares any provision or part of a provision of this By-law to be invalid or to be of no force and effect, it is the intention of Council in enacting this By-law that the remainder of this By-law shall continue in force and be applied and enforced in accordance with its terms to the fullest extent possible according to law.

PART II – APPLICATION OF BY-LAW

- 4. This By-law shall not apply to a Landlord with respect to a Rental Unit to the extent that the Tenant has expressly agreed to obtain and maintain a Vital Service.
- 5. This By-law applies to all Rental Units within the City.
- 6. This By-law applies to Rental Units referred to and described in section 5 of this By-law whether or not notice of a shut-off or discontinuance of a Vital Service is required in accordance with section 20 of this By-law.
- 7. This By-law only applies to Vital Services.

PART III – DEFINITIONS

- 8. In this By-law:
 - (a) **“Adequate and Suitable Supply of Vital Services”** means fuel, electricity, gas, adequate and suitable heat, adequate and suitable supply of hot water and an adequate and suitable supply of water that are supplied and available to the Rental Unit and shall include the

provision of such Vital Service to an appliance which is serving the Rental Unit.

- (b) **“Adequate and Suitable Heat”** means that the minimum temperature of the air in the Rental Unit which is available to the Tenant is at least twenty (20) degrees Celsius at one and one-half (1.5) metres above floor level and one (1) metre from exterior walls in all habitable space and in any area intended for normal use by Tenants, including but not limited to, recreational rooms and laundry rooms, but specifically excluding locker rooms and garages;
- (c) **“Adequate and Suitable Supply of Hot Water”** means a supply of hot water at the ordinary temperature of at least forty-three (43) degrees Celsius of at least one hundred sixty-five (165) litres for fifteen (15) minutes with a minimum recovery rate for the temperature of forty-five (45) litres per hour;
- (d) **“Adequate and Suitable Supply of Water”** means a continuous and uninterrupted supply of potable water of sufficient quantity for normal use of kitchen, laundry and bathroom facilities;
- (e) **“APS By-law”** shall mean the City’s Administrative Penalties By-law No.17-225
- (f) **“By-Law”** means this By-law;
- (g) **“City”** means the municipality of the City of Hamilton or the geographic area of the City of Hamilton, as the context requires;
- (h) **“Director”** means the Director of the Licensing and By-law Services Division of the City or the Director’s designate;
- (i) **“Planning Committee”** means the City’s Planning Committee delegated by City Council to conduct a hearing of an appeal of an interim certificate in accordance with this By-law;
- (j) **“Landlord”** includes:
 - (i) The owner of a Rental Unit or any other person who permits occupancy of a Rental Unit, other than a Tenant who occupies a Rental Unit in a Residential Complex and who permits another person to also occupy the unit or any part of the unit;
 - (ii) The heirs, assigns, personal representatives and successors in title of a person referred to in clause (i); and
 - (iii) A person other than a Tenant occupying a Rental Unit in a Residential Complex who is entitled to possession of the Residential Complex and who attempts to enforce any rights of a landlord under a Tenancy Agreement or the Residential Tenancies Act, 2006, including the right to collect rent.

- (k) **“Municipal Act, 2001”** means the Municipal Act, 2001, S.O., c.25, and amendments thereto;
- (l) **“Officer”** means, in relation to a person carrying out duties of administration or enforcement under this By-law on behalf of the Director, a person appointed under this or any City by-law as a municipal law enforcement officer or inspector, or any other person assigned administrative duties by the Director for purposes under this By-law;
- (m) **“Operator”** means the superintendent or property manager or any other person who may take on some of the roles relating to permitting occupancy of a Rental Unit, if any, but does not include a Landlord.
- (n) **“Owner”** includes:
- (i) The person registered on title to the real property as the owner in fee simple;
 - (ii) The person for the time being, managing or receiving the rent of the property in connection with which the word is used whether on the person’s own account, or as agent or trustee of any person, or who would receive the rent if the property were let;
 - (iii) 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;
- (o) **“Person”** includes an individual, sole proprietorship, partnership, limited partnership, trust, body corporate or party, and the personal or other legal representatives of a person to whom the context can apply according to law;
- (p) **“Provincial Offences Act”** means the Provincial Offences Act, R.S.O. 1990, c.P33.
- (q) **“Rental Unit”** means any living accommodation used or intended for the use as a rented residential premises and Rental Unit includes:
- (i) a site on which there is a land lease home used or intended for use as a rented residential premise; and
 - (ii) a room in a boarding house, rooming house or lodging house and a unit in a care home.
- (r) **“Residential Complex”** means:
- (i) a building or related group of buildings in which one or more Rental Units are located;
 - (ii) a land lease community;

- (iii) a site that is a rental unit;
- (iv) a care home, and

includes all common areas and services and facilities available for the use of its residents.

- (s) “**Residential Tenancies Act, 2006**” means the Residential Tenancies Act, 2006, S. O. 2006, Chapter 17;
- (t) “**Tenancy Agreement**” means a written, oral or implied agreement between a Tenant and a Landlord for occupancy of a Rental Unit and includes a licence to occupy a Rental Unit.
- (u) “**Tenant**” includes a person who pays rent in return for the right to occupy a Rental Unit and includes that person’s heirs, assigns and personal representatives, but does not include a person who has the right to occupy a Rental Unit by virtue of being:
 - (i) a co-owner of the Rental Unit; or
 - (ii) a shareholder of a corporation that owns the Rental Unit.
- (v) “**Vital Service**” means hot or cold water, fuel, electricity, gas or, during the part of each year prescribed by the regulations, heat.

PART IV – REQUIREMENT OF LANDLORDS

Adequate and Suitable Supply of Vital Services

- 9. Every Landlord shall provide an Adequate and Suitable Supply of Vital Services for Rental Units, as provided for in this By-law.
- 10. Every Landlord shall ensure that:
 - (a) each Rental Unit is provided with Adequate and Suitable Heat between the 15th day of September in each year and the 15th day of May of the following year;
 - (b) there is heating equipment or a heating system capable of maintaining Adequate and Suitable Heat that supplies each Rental Unit;
 - (c) each Rental Unit is not equipped with auxiliary heating equipment as the primary source of heat.

Notice Required by Landlord for a Vital Service Shut off

- 11. The Landlord or Operator shall notify the Tenant(s) of a Rental Unit if a Vital Service will be shut off for any period of time, in accordance with the requirements under this By-law.
 - (a) The notice from the Landlord or Operator to the affected Tenant(s) shall

be in writing and shall be given to the Tenant(s) at least twenty-four (24) hours in advance of the Vital Service being shut off, or as soon as practicable under the circumstances. Any notice to the Tenant(s) may be sent by e-mail, mail, or by way of posting a notice in a conspicuous place in the common area(s) outside the Rental Unit where it is most likely to come to the attention of the Tenant(s).

- (b) The notice shall indicate the reason for the Vital Service being shut off, the expected time it will be turned back on and provide any information on temporary access to the Rental Unit up to the restoration of the Adequate and Suitable Supply of Vital Services.

Cessation of Vital Services by Landlord

12. No Landlord shall cause or allow the cessation of a Vital Service to a Rental Unit except when it is necessary to safely make repairs or alterations to the Rental Unit and then only for the minimum period of time necessary to effect the repair or alteration.
13. For the purposes of this By-law, a Landlord shall be deemed to have caused the cessation of a Vital Service for a Rental Unit if the Landlord is obligated by the Tenancy Agreement to pay for the Vital Service and fails to do so and, as a result of the non-payment, the Vital Service is no longer provided to the Rental Unit.
14. For the purposes of this By-law, an Adequate and Suitable Supply of Vital Services is not provided where the electrical supply is restricted by a load limiter added by a supplier as a result of non-payment by the Landlord for the electrical supply.
15. A Landlord, for the purpose of restoring an Adequate and Suitable Supply of Vital Services under this By-law, shall:
 - (a) provide the City, its agents or contractors and the suppliers or public authorities concerned with the safe restoration of the Adequate and Suitable Supply of Vital Services with any information, building plans and assistance as may be required to safely restore the Adequate and Suitable Supply of Vital Services to Rental Units, including, but not limited to, arranging for and communicating reasonable times to enter the common or other areas and Rental Units, and providing information on whether Rental Units are occupied or not;
 - (b) arrange for access to the Rental Units during the time of restoring the Adequate and Suitable Supply of Vital Services to ensure that same is safely restored;
 - (c) communicate with the City and the supplier or public authority providing the Vital Service when the Rental Units have been checked to allow safe restoration of the Vital Service and provide appropriate written confirmation to the City from the supplier or public authority providing the Vital Service;

- (d) carry out repairs or alterations, including restoring or replacing any connection, equipment or part of the system involved in the supply of a Vital Service to a Rental Unit as may be required to:
 - (i) safely restore the supply of a Vital Service, and to do such things in the minimum period necessary to effect the repair or alterations; and
 - (ii) allow a supplier or public authority providing the Vital Service to inspect, replace or repair their own equipment installed at the building or any connection to or part of their system of supply needed for safe restoration of the supply of Vital Services;
 - (e) provide access to common or other areas of the building needed for the City, its agents and contractors, and the suppliers or public authorities providing the Vital Service, for inspection of connections, equipment and systems involved in the supply of a Vital Service, as may be necessary for the safe restoration of an Adequate and Suitable Supply of Vital Services; and
 - (f) not attempt to or actually interfere with, hinder or obstruct the City, its agents or contractors and the suppliers or public authorities providing the Vital Service involved in the restoration of the Adequate and Suitable Supply of Vital Services or related matters under this By-law, where the Landlord has failed to carry out the required safe restoration of the Adequate and Suitable Supply of Vital Services themselves.
16. No Landlord shall advise a supplier of a Vital Service to bill a Tenant directly except where such Tenant has, in writing, expressly assumed the obligation to pay for that Vital Service in a Tenancy Agreement.

Director's Notice or Warning

17. The Director may give notice or warning to a Landlord responsible for the cessation of the supply of a Vital Service, or to other Persons with an interest in the Rental Unit who may be affected by the City's authority under this By-law (including Tenants), of the City's intention to take action under this By-law in the event a Vital Service is discontinued, but the failure of such notice to be given or of it coming to the attention of the Landlord or others does not prevent or limit the taking of any action herein.
18. Notices or warnings under section 17 of this By-law may be personally delivered, posted on the property in a prominent place, e-mailed or mailed via registered mail to the last known address of Persons which address may include the address supplied by Tenants used to supply rent payments or to contact the Landlord for the purposes of the Tenancy Agreements or rental of the Rental Unit.

PART V – SUPPLIER’S RESPONSIBILITIES

Notice of Discontinuance

19. Subject to section 20 of this By-law, no supplier of a Vital Service shall cease to provide the Vital Service to a building to which this By-law applies until written notice of the intended discontinuance has been delivered to the City in compliance with this By-law at least thirty (30) days before the supplier ceases to provide the Vital Service.
20. A Vital Service supplier is required to give notice to the City only if the Vital Service is to be discontinued for a Rental Unit because the Landlord or such other Person acting on behalf of the Landlord has breached a contract with the supplier for the supply of the Vital Service.
21. The notice of discontinuance shall include the following:
 - (a) name, telephone number, and e-mail address of the contact person at the supplier who is responsible for the disconnection and of the person who may be contacted to receive directions to arrange reconnection;
 - (b) the municipal address of the Rental Units affected by the discontinuance of Vital Services (where known), and the type of Vital Service being discontinued;
 - (c) the name, address and telephone number of the Person responsible for payment for the Vital Service;
 - (d) a statement that the reason for the discontinuance of the Vital Service is for non-payment, or alternatively indicating without particulars that the Vital Service is being discontinued for some other breach of the supply contract;
 - (e) the date and approximate time proposed for discontinuance of the supply of the Vital Service; and
 - (f) a reference to this By-law by name.
22. A supplier shall deliver the notice of discontinuance required pursuant to section 19 of this By-law marked as “URGENT, Notice of Shut-off of Vital Service” and shall be to the attention of the Director.
23. The notice of discontinuance shall be delivered to the Director by e-mail to MLE@hamilton.ca,
24. In the event the supplier receives written notice from the Director regarding a change in the contact information or methods of delivery of notices to the Director in sections 22 and 23 of this By-law, then the supplier shall use such new methods of delivery until the By-law is further amended.

25. A supplier shall deliver additional written notice to the Director where the contact details of the supplier mentioned in subsection 21(a) of this By-law have changed.
26. If the disconnection of a Vital Service is cancelled or rescheduled after the delivery of the notice of discontinuance pursuant to section 19 of this By-law, by reason of payment of the supplier's account or otherwise, the supplier shall immediately deliver an additional notice, in writing, to the Director indicating that the disconnection of the Vital Service has been cancelled or rescheduled. If the disconnection has been rescheduled, the supplier shall provide the rescheduled date and approximate time of discontinuance of the Vital Service.

Restoration of Vital Service

27. Upon the direction of the Director, a supplier shall promptly restore or supply a Vital Service to a Rental Unit.
28. Upon the request of the Director, a supplier shall provide such written details, invoices or updates as the Director deems necessary to implement the provisions of this By-law, including amounts owing for a Vital Service supplied to a Rental Unit.

PART VI – ADMINISTRATION AND ENFORCEMENT

General

29. Administration and enforcement of this By-law shall be performed by the Director and by any Officer who is appointed or assigned by the Director, except where duties are specified for the City Clerk, and the Director or the City Clerk may assign such duties or retain such agents or assistance as required, in particular including for the purpose of registering liens and collecting of rents in accordance with this By-law.
30. No Person shall hinder, obstruct, or interfere with, or attempt to hinder, obstruct or interfere with the Director or any Officer while acting on the City's behalf in exercising a power or performing a duty under this By-law or relevant to this By-law.
31. The Director is authorized to issue or cause to be issued notices or warning under this By-law and to give directions to restore supplies of Vital Services.

Inspections

32. The Director or Officer acting under this By-law may, at all reasonable times, enter and inspect a building or part of a building with respect to which this By-law applies for the purpose of determining compliance with this By-law;

33. Despite section 32 of this By-law, the Director or Officer acting under this By-law shall not enter a Rental Unit:
- (a) unless the Director or Officer has obtained the consent of the Tenant of the Rental Unit after informing the Tenant that he or she may refuse permission to enter the Rental Unit; or
 - (b) unless the Director or Officer is authorized to do so under the authority of a warrant duly issued under Provincial Offences Act for authority to enter a place occupied or used as a Rental Unit.
34. A Director or Officer authorized to act under this By-law may undertake an inspection pursuant to an order issued by a provincial court judge or justice of the peace pursuant to section 438 of the Municipal Act, 2001, where he or she has been prevented or is likely to be prevented from carrying out an inspection under section 32 of this By-law.

Collection of Information

35. For the purposes of an inspection under section 32 of this By-law, the Director or an Officer authorized under this By-law may:
- (a) require the production for inspection or documents or things relevant to the inspection;
 - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - (c) require information in writing or otherwise from any Person concerning a matter related to the inspection;
 - (d) Make examinations or take tests, samples or photographs necessary, alone or in conjunction with a person possessing special or expert knowledge, for the purposes of the inspection.
36. Any costs incurred by the City in exercising its authority to inspect under section 32 of this By-law, including but not limited to, the costs of any examination, tests, sample or photograph necessary for the purposes of the inspection, shall be paid by the Landlord.

Contravention of By-law

37. If the Director or Officer authorized to act under this By-law is satisfied that a contravention of this By-law has occurred, he or she may make an order pursuant to section 445 of the Municipal Act, 2001, requiring the person who contravened the By-law and/or who caused or permitted the contravention and/or the Landlord to:
- (a) discontinue the contravening activity; and

- (b) do the work to correct the contravention.
38. An Order under section 37 of this By-law shall include, without limitation, the following:
- (a) reasonable particulars of the contravention adequate to identify the contravention and the location of the Rental Unit where the contravention occurred;
 - (b) the work to be completed; and
 - (c) the time frame, date, or dates by which the work must be completed.
39. An Order pursuant to section 37 of this By-law shall be served personally, by registered mail or by email to the last known address or email address of the Landlord and may be served in a like manner on any other Person affected by the Order as the Director or Officer making the Order determines.
40. Service by registered mail shall be deemed to have taken place five (5) business days after the date of mailing.
41. In addition to service given in accordance with section 39 of this By-law, an Order made under section 37 of this By-law may be served by the Director or Officer by placing a placard containing the order in a conspicuous place on the property where the contravention occurred.
42. Where service cannot be affected by section 39 of this By-law, sufficient service is deemed to have taken place when given in accordance with section 41 of this By-law.

Remedial Actions

43. The Director, any Officer or any person acting under the direction of either the Director or any Officer may, where the Landlord has failed to do a matter or thing required of the Landlord under this By-law, do or carry out such matter or thing pursuant to section 446 of the Municipal Act, 2001, including but not limited to making necessary access to the Rental Unit at reasonable times to carry out such matter or thing.
44. Where the City incurs costs under section 43 of this By-law as the result of the Landlord's failure to do a matter or thing required under this By-law (other than costs for the supply of Vital Services, reconnection fees charged by a supplier or the City's own administrative costs) those additional incurred costs may be collected by action or in a like manner as taxes pursuant to section 446 of the Municipal Act, 2001, together with interest at the rate of 15% per year, calculated from the time the City incurs the cost until the amount is paid.
45. For greater certainty, costs intended to be recoverable under section 44 of this By-law include those costs invoiced to and incurred by the City as a result of

attempted or actual obstruction, interference or hindrance of the City, its contractors or agents, and suppliers or other public authorities involved in the safe restoration of an Adequate and Suitable Supply of Vital Services, and any locksmith costs in obtaining access to an area of the property under control of the Landlord or the Landlord's contractor or agent for which the Landlord has not given reasonable access considering the vital aspect of the service and obligations of the Landlord to Tenants.

Agreements

46. The Director is authorized to:
- (a) arrange for a Vital Service to be provided at a Rental Unit if a Landlord does not provide an Adequate and Suitable Supply of Vital Services at the Residential Complex or Rental Unit in accordance with this By-law;
 - (b) negotiate and enter into agreements on behalf of the City with suppliers of a Vital Service to ensure that Adequate and Suitable Supply of Vital Services are provided at a Rental Unit to which this By-law applies.
47. The Director shall maintain copies of any agreements entered into on behalf of the City with service suppliers in respect of subsection 46(b) of this By-law, and shall account for the amounts spent under such agreements and the amounts collected by the City through voluntary payment, rent collection, lien or otherwise under this By-law.

Liens

48. Pursuant to subsection 219(1) and 219(2) of the Residential Tenancies Act, 2006, the Director is authorized to register or cause to be registered a lien in favour of the City against the property on which the Rental Unit is located where a Landlord does not provide a Vital Service in accordance with this By-law for an amount spent by the City to restore or provide the Vital Service, plus an administrative fee of 10% of the amount spent.
49. On behalf of the City Clerk, the Director has the authority to issue and send the interim certificates and certificates by registered mail with respect to a lien under section 48 of this By-law pursuant to subsections 219(4) and 219(5) of the Residential Tenancies Act, 2006.
50. The interim certificates and certificates referred to in section 49 of this By-law shall be deemed to have been delivered five (5) business days after the date of mailing.

Appeal of Lien Certificate

51. The registered owner of the Rental Unit and Persons having registered mortgages or other encumbrances on the title to the property who are sent an interim certificate pursuant to sections 48 and 49 of this By-law may appeal the interim certificate to the City within fifteen (15) business days of the date of mailing the interim certificate, pursuant to section 220 of the Residential Tenancies Act, 2006.
52. Where more than one (1) person appeals the same interim certificate, the appeals shall be heard together, unless the Planning Committee directs otherwise.
53. City Council delegates the Planning Committee to conduct a hearing of an appeal of an interim certificate in accordance with this By-law. The Planning Committee shall afford an appellant who files an appeal request in accordance with the requirements and time limits in this By-law an opportunity for a hearing of the appeal and shall allow for City staff involved to respond to the appeal.
54. At the conclusion of the hearing on an appeal of an interim certificate, the Planning Committee shall supply a written report to City Council summarizing the evidence and arguments presented by the parties, the findings of fact made by the Committee and its recommendations, if any, with reasons on the merits of the appeal and the decision of the appeal shall rest with City Council. Upon receipt of the report, City Council may make a decision in the appeal without holding a further hearing or opportunity for hearing.
55. The Person appealing the interim certificate shall request an appeal by completing and signing an appeal request form available at the City Clerk's Office and shall deliver same in person, by email or by registered mail to the attention of Planning Committee Clerk in the City Clerk's Office at the following address:

71 Main Street West, 1st Floor
Hamilton, Ontario L8P 4Y5
clerk@hamilton.ca
56. The appellant in their appeal request shall:
 - (a) indicate the grounds for appeal of the amount of the interim certificate in accordance with the section 220 of the Residential Tenancies Act, 2006;
 - (b) provide copies of any documents to be relied upon at the appeal hearing, or alternatively, provide such documents no less than ten (10) days prior to the scheduled appeal hearing; and
 - (c) include an email address and mailing address for service where notices

or documents can be served upon the appellant in accordance with the provision of this By-law.

57. Where an appeal of an interim certificate is received in compliance with this By-law, the Committee Clerk for the Planning Committee shall:
- (a) set the hearing date of the appeal and arrange a hearing before the Planning Committee;
 - (b) mail notice of the date, time and place of the appeal hearing to the appellant at the address provided in the appeal request and to the Director, a minimum of three (3) weeks prior to the date of the appeal; and
 - (c) after the hearing of an appeal, send a copy of the Committee's report to the parties and to City Council.
58. The decision of City Council in an appeal of an interim certificate is final.
59. The City Clerk may sign and issue a final certificate:
- (a) when an interim certificate is not appealed in accordance with this By-law; or
 - (b) as required by the decision of City Council of an appeal of an interim certificate.

Rents

60. Pursuant to section 221 of the Residential Tenancies Act, 2006, where the City is supplying a Vital Service pursuant to this By-law, the Director may cause to be issued orders or notices to the Tenant of a Rental Unit for the payment of any or all rents to the City for the purpose of reducing the amount that the City spent to provide the Vital Service to the Rental Unit and the related administrative fee.
61. Where the City has been repaid in full for the monies spent on supplying Vital Services to a Rental Unit, the City shall issue to the Tenant a cancellation of its direction to pay rent to the City.
62. Pursuant to section 222 of the Residential Tenancies Act, 2006, the Director shall cause an accounting of rent payments or other collections under this By-law to be provided to the Landlord or other Person entitled to collect rents, and shall pay to that Person any amount remaining after the rent is applied in accordance with sections 61 and 62 of this By-law.

PART VII – OFFENCES AND PENALTIES

63. Every Person who contravenes a provision of this By-law is guilty of an offence for each day or part of a day on which the offence occurs or continues and, upon conviction, is liable to the penalties provided for in section 61 of the Provincial Offences Act.
64. Every director or officer of a corporation convicted of an offence under this By-law who knowingly concurs in the commission of the offence by the corporation is also guilty of an offence, and upon conviction is liable to the penalties provided for in section 61 of the Provincial Offences Act.
65. Sections 431 and 440 of the Municipal Act, 2001, apply to this By-law providing for a court of competent jurisdiction to prohibit the contravention or repetition of an offence, and, upon application of the municipality, for a court to make orders to restrain a contravention, which remedies may be sought in addition to any remedy or penalty imposed under this By-law.
- (a) Without limiting the above, every Person who contravenes this By-law may also be liable, upon issuance of a penalty notice, to pay an administrative penalty in an amount specified in the APS By-law.
- (b) An administrative penalty imposed by the City on a Person under section 434.1 of the Municipal Act, 2001, constitutes a debt of the Person to the municipality. If an administrative penalty is not paid within fifteen (15) days after the day that it becomes due and payable, the City may add the administrative penalty to the tax roll for any property in the City for which all of the owners are responsible for paying the administrative penalty and collect it in the same manner as municipal taxes.

PART VIII – TRANSITION AND ENACTMENT

66. Any contract entered into for the supply of Vital Services at the time of enactment of this By-law, and any step taken, notice, lien or certificate issued by the City, or any appeal commenced all under By-law No. 09-190, shall be deemed to be validly done under this By-law, and this By-law shall apply so far as practicable to such contract, step taken, notice, lien, certificate or appeal.
67. Amounts spent by the City under By-law No. 09-190 to restore or provide a Vital Service including an administrative fee of 10% of the amount spent are continued as debts that may be enforced and recovered under this By-law.
68. Any reference to By-law No. 09-190 shall be deemed to be a reference to this By-law.
69. If a court declares any provision of this By-law invalid, it is the intention of Council that the remainder of the By-law shall continue to be in force and effect.

70. By-law No. 09-190 is hereby repealed.

71. This By-law comes into force on the date it is passed.

PASSED this 13th day of September 2023.

A. Horwath
Mayor

J. Pilon
Acting City Clerk