



Town of East Gwillimbury

THE CORPORATION OF THE TOWN OF EAST GWILLIMBURY BY-LAW NUMBER 2018-083 BEING A BY-LAW RESPECTING PROPERTY STANDARDS

WHEREAS Section 15.1 of the Building Code Act, 1992 S.O. 1992 c.23, as amended, authorizes the passing of a By-law for prescribing standards for the maintenance and occupancy of property within the Municipality;

WHEREAS Section 15.4 of the Building Code Act as amended authorizes Council to cause a property that has been the subject of a confirmed Property Standards order to be repaired or demolished under certain circumstances;

AND WHEREAS the Council of The Corporation of the Town of East Gwillimbury deems it expedient to repeal By-law 2006-23 and to enact a By-law to prescribe standards for the maintenance and occupancy within the Town of East Gwillimbury;

AND WHEREAS under Sections 35.3 and 45.1 of the Ontario Heritage Act, R.S.O. 1990, c.O.18, as amended, a By-law may be passed by the Council of a municipality prescribing the minimum standards for the maintenance of the heritage attributes of designated heritage properties or properties situated in a heritage conservation district provided that a By-law passed under Section 15.1 of the Building Code Act is in effect in the municipality;

NOW THEREFORE the Council of the Corporation of the Town of East Gwillimbury hereby enacts as follows:

I DEFINITIONS

1.1 In this By-law:

- (a) "**Building**" means,
 - (i) a structure, temporary or permanent, consisting of a wall, roof and floor or any combination thereof, or a structural system serving the function thereof, including all plumbing, works, fixtures, and service systems appurtenant thereto; or,
 - (ii) structures designated in the Ontario Building Code.
- (b) "**Building Branch**" means the Building Branch of the Development Services Department within the **Corporation**.
- (c) "**Committee**" means the Appeals Committee, to which members are appointed from time to time by **Council**.

- (d) **"Corporation"** means The Corporation of the Town of East Gwillimbury.
- (e) **"Council"** means the Council of The **Corporation** of the Town of East Gwillimbury.
- (f) **"Dead, Dying, Diseased or Hazard Tree"** means a tree with no living tissue, a tree where seventy (70) percent or more of its crown is dead, a tree infected by a lethal pathogen, or a tree that is severely damaged to the extent that it is or poses an immediate safety threat to persons or **property**, as certified/verified by the **Corporation's** arborist.
- (g) **"Dilapidated"** means in a state of disrepair or ruin as a result of age or neglect.
- (h) **"Dwelling"** means a **building** or **structure**, or part of a **building** or **structure**, occupied or capable of being occupied, in whole or in part, for the purpose of human habitation. This includes **dwelling units**, **multi-unit dwellings**, as well as the land and premises appurtenant thereto and all outbuildings, fences and erections thereon or therein.
- (i) **"Dwelling Unit"** means one or more **habitable rooms**, occupied or capable of being occupied as an independent and separate housekeeping establishment, in which separate kitchen and sanitary facilities are provided for the exclusive use of the occupants.
- (j) **"Driveway"** means the defined area providing access for **vehicles** from a public or private street or a lane to a parking area, parking lot, loading space, private garage, carport, **building** or **structure**.
- (k) **"Exit"** means that part of a **means of egress**, including doorways, that leads from the floor area it serves to a separate **building**, an open public thoroughfare or an exterior open space protected from fire exposure from the **building** and having access to an open public thoroughfare.
- (l) **"Planning Manager"** means the General Manager of Development Services or their designate.
- (m) **"Grade"** means the average level of proposed or finished ground adjoining a **building** at all exterior walls.
- (n) **"Ground Cover"** means organic or non-organic material that covers the ground, and includes concrete, flagstone, gravel, asphalt, grass or other forms of landscaping.
- (o) **"Guard"** means a barrier around openings in floors or at the open sides of stairs, landings, balconies, mezzanines, galleries, raised walkways or other locations designed to attempt to prevent accidental falls from one level to another.
- (p) **"Habitable Room"** means any room in a **dwelling** used or capable of being used for living, sleeping, cooking or eating purposes.

- (q) **“Heritage Approval”** means an approval issued by the **Corporation** related to alteration work on **heritage property** in accordance with the **Ontario Heritage Act**.
- (r) **“Heritage Attribute”** means, an attribute of the **property** that contributes to its cultural heritage value or interest and that is defined, described or that can be reasonably inferred:
- (i) in a By-law designating a **property** passed under Section 29 of the **Ontario Heritage Act**;
 - (ii) in a Minister's order made pursuant to Section 34.5 of the **Ontario Heritage Act**;
 - (iii) in a By-law designating a heritage conservation district passed under Section 41 of the **Ontario Heritage Act**; or,
 - (iv) in the supporting documentation required for a By-law designating a heritage conservation district, including but not limited to a heritage conservation district plan, assessment or inventory, and identified as a **heritage attribute**, value, reason for designation or otherwise.

Heritage attribute also includes the elements, features or **building** components including roofs, walls, floors, retaining walls, foundations and independent interior **structures** and structural systems that hold up, support or protect the **heritage attribute** and without which the **heritage attributes** may be at risk.

- (s) **“Heritage Property”** means **property**, including all **buildings, structures** and features thereon:
- (i) that has been designated by the **Corporation** under Section 29 of the **Ontario Heritage Act**, or that has been designated by the Minister under Section 34.5 of the **Ontario Heritage Act**; or,
 - (ii) that is located within a heritage conservation district which has been designated by the **Corporation** under Section 41 of the **Ontario Heritage Act**.
- (t) **“Inoperable Vehicle”** means a Vehicle that is not in good repair and incapable of being operated on a road. It includes a **vehicle** that does not display a valid **vehicle** permit licence plate issued under the **Highway Traffic Act, R.S.O. 1990, c. H.8, as amended**.
- (u) **“Means of Egress”** includes **exits** and access to **exits** and means a continuous path of travel provided for the escape of persons from any point in a **building** or in a contained open space to:
- (i) an separate **building**;

- (ii) an open public thoroughfare; or,
 - (iii) an exterior open space protected from fire exposure from the **building** and that has access to an open public thoroughfare.
- (v) "**Multi-Unit Dwelling**" means a **building** or portion thereof containing more than two **dwelling units**, with rooms or interior areas that are used in common between residents.
- (w) "**Natural Garden**" means a defined area of vegetation that has been deliberately planted or cultivated with species of wildflowers, shrubs, perennials, ornamental grasses or combinations of them, consistent with a managed and natural landscape, and includes green roofs.
- (x) "**Non-Habitable Room**" means any room in a **dwelling** other than a **habitable room**, and includes but is not limited to a bathroom, laundry, pantry, lobby, elevator, closet, boiler room, crawlspace, attic, or other space for service and maintenance of the **dwelling unit**.
- (y) "**Nuisance**" includes an injurious, offensive or objectionable condition and, without limiting the generality of the foregoing, shall include a condition which is offensive or obnoxious by reason of the emission of gas, fumes, dust, sawdust, or objectionable odour or by reason of unsightly storage of goods, wares, merchandise, salvage, or **waste material**.
- (z) "**Officer**" means an employee of the **Corporation** who has been appointed by By-law to enforce the provisions of **Corporation** By-laws.
- (aa) "**Ontario Heritage Act**" means the Ontario Heritage Act and regulations, as amended, and any successor legislation.
- (bb) "**Order**" means an Order issued by an **Officer**, or an assistant to the **Officer**, to a **person** under this By-law requiring such **person** to perform work to correct a contravention of this By-law.
- (cc) "**Owner**" means the registered owner, owner in trust, a mortgagee in possession, a **person** who is managing or receiving the rent of the **property**, a lessee, tenant/occupant or a **person** who is in control of the **property** and includes a **person**, firm, partnership, corporation, company, association or organization of any kind and its principal(s).
- (dd) "**Person**" means an individual, association, firm, partnership, corporation, trust, incorporated company, corporation created under the Condominium Act, 1998, S.O. 1998, c.19, organization, trustee or agent, and their heirs, executors or other legal representatives of a **person** to whom the context can apply according to law.

- (ee) **"Plumbing Appliance"** means a receptacle or equipment that receives or collects water, liquids or **sewage** and discharges water, liquid or **sewage** directly or indirectly to a plumbing system.
- (ff) **"Professional Engineer"** means an engineer licensed by the Association of Professional Engineers of Ontario.
- (gg) **"Property"** means a **building** or **structure**, or part of a **building** or **structure**, and includes the lands and premises appurtenant thereto and all mobile homes, mobile **buildings**, mobile **structures**, outbuildings, fences and erections thereon whether heretofore or hereafter, erected, and includes vacant land.
- (hh) **"Refuse"** means any object or material that has been discarded by any **person** or that is no longer in use or reasonably intended to be used by any **person** having ownership or control over such object or material.
- (ii) **"Sewage"** means grey water, any liquid waste containing human, vegetable, or mineral matter, waste that is in suspension whether domestic or industrial or any other waste whether in suspension or precipitated, but does not include roof water or storm run-off.
- (jj) **"Sewage System"** means:
 - (i) a chemical toilet, an incinerating toilet, a recirculating toilet, a self-contained portable toilet and all forms of privy, including a portable privy, an earth pit privy, a pail privy, a privy vault and a composting toilet system;
 - (ii) a greywater system;
 - (iii) a cesspool;
 - (iv) a leaching bed system; or,
 - (v) a system that requires or uses a holding tank for the retention of hauled **sewage** at the site where it is produced before its collection by a hauled sewage system.
- (kk) **"Sign"** includes any sign as defined within the **Corporation's** Sign By-law, as amended, or successor legislation thereto.
- (ll) **"Sleeping Quarters"** means any room in a **dwelling unit** used for purposes of sleeping arrangements for any **person**.
- (mm) **"Standards"** means the standards of physical condition and of occupancy prescribed for **property** in this By-law.
- (nn) **"Storage Garage"** means a **structure** or part thereof used, designed, and constructed for the storage or parking of more than five **vehicles** and which contains no provision for repair, or servicing of such **vehicles**.

- (oo) "**Structure**" means anything that is erected, built or constructed of parts joined together and attached or fixed permanently to the ground or any other structure. For the purpose of this By-law, a fence not exceeding 1.5 metres plus a 0.3 metre decorative top, a retaining wall less than 1.0 metre in height, a hedge, a light standard and a **sign** shall be deemed not to be **structures**.
- (pp) "**Unoccupied Building**" means any **building** or **structure** which is or appears to an **Officer** to be abandoned, vacant, partially vacant, or unoccupied.
- (qq) "**Unsafe**" means a condition that could be hazardous to the health or safety of persons in the normal use of a **property, building, or structure** or that could be hazardous to persons outside the **building or structure** or persons who may gain access to the **building or structure** unless reasonable steps have been taken to prevent such access.
- (rr) "**Vehicle**" means a motor vehicle as defined by the Highway Traffic Act.
- (ss) "**Waste Material**" means any garbage, **refuse**, rubbish, debris, litter, or waste, which includes any article, thing, matter or effluent that appears to have been cast aside, discarded or abandoned, or that is or appears to be worthless, useless or of no practical value, or that is or appears to be expended, worn out, or used up, in whole or in part, and without limiting the generality of the foregoing, includes:
- (i) refrigerators, freezers or other appliances;
 - (ii) furnaces, furnace parts, pipes, fittings to pipes, water or fuel tanks, or any part thereof;
 - (iii) **inoperable vehicles, vehicle** parts and accessories;
 - (iv) paper, cartons;
 - (v) furniture;
 - (vi) crockery;
 - (vii) **sewage**;
 - (viii) salvage materials;
 - (ix) piping, tubing, conduits, cable and fittings or other accessories, or adjuncts to the piping, tubing, conduits or cable;
 - (x) containers of any size, any type or any composition.
 - (xi) material resulting from, or as part of, construction or demolition projects;
 - (xii) rubble, inert fill;
 - (xiii) bones, feathers or hides; and,

(xiv) metal.

GENERAL

II GENERAL PROHIBITIONS AND REMEDIATION

- 2.1 Every **owner** shall ensure that the **dwelling** or **property** of the **owner** is maintained in accordance with the provisions of this By-law.
- 2.2 Every **person** to whom an **Order** is issued or who is required to do or abstain from doing anything by or pursuant to this By-law shall obey such **Order** or do or abstain from doing such thing as required.
- 2.3 Every **property** that does not conform with the **standards** of this By-law shall be repaired and maintained to conform with the **standards** or the **property** shall be cleared of all **buildings, structures, waste materials** and left in graded and levelled condition.
- 2.4 If an **Order** of an **Officer** is not complied with in accordance with the **Order** as deemed confirmed or modified by the **Committee** or a justice, the **Corporation** may cause the **property** to be repaired or demolished accordingly and the costs incurred on the repair or demolition may be added to the tax roll and collected in the same manner and with the same priorities as municipal real property taxes.
- 2.5 Notwithstanding Subsections 2.3 and 2.4 of this By-law, in the case of **buildings** and **structures** located on **heritage properties**, no **owner** shall alter or demolish the **heritage property** or **heritage attributes**, or permit the alteration or demolition of the **heritage property** or **heritage attributes**, if the alteration or demolition is likely to affect the **property's heritage attributes**, unless the **owner** has obtained a building permit with **Heritage Approval** or other form of written consent from the **Planning Manager** in accordance with the **Ontario Heritage Act**.

Requirement to Repair or Demolish

- 2.6 No **owner** of any **property**, having received an **Order** to Demolish respecting a **property** pursuant to this By-law shall fail to abide by and conform to the terms of that **Order**.
- 2.7 In the case of a **heritage property**, alternative measures to those prescribed in this By-law may be considered when the By-law requirements may be impractical and detrimental to the preservation of any **heritage attributes**. Said alternative measures shall be approved by the **Officer** and **Planning Manager**.

III DEMOLITION OR REPAIR BY THE CORPORATION

General Power

- 3.1 If the **owner** of a **property** fails to Demolish or repair the **property** in accordance with the requirements of an **Order** issued under this By-law, as confirmed or modified, he or she is in breach of this By-law and the **Corporation**, in addition to all other remedies:
- (a) shall have the right to Demolish or repair the **property** in accordance with the terms of the **Order** and for such purpose shall have the right, through its employees, agents or sub-contractors to enter in and upon the **property**;
 - (b) shall not be liable to compensate the **owner**, or any other **persons** making a claim for compensation related to the **property**, by reason of any action taken by or on behalf of the **Corporation** under the provisions of this By-law; and,
 - (c) shall have a lien on the **property** for the cost incurred from the renovation, repair or demolition under this Subsection and the amount shall be deemed to be municipal real property taxes and may be added to the tax roll and collected in the same manner and with the same priorities as municipal real property taxes.

IV STANDARDS FOR ALL PROPERTIES

Work Standards

- 4.1 All repairs and maintenance of **property** required pursuant to this By-law shall be carried out in a manner accepted as the applicable standard of good work in the trades concerned and with materials suitable and sufficient for the purpose intended. This includes a requirement for materials to reasonably be compatible in design and colour with adjoining decorative finishing materials.

Maintenance of Yards

- 4.2 No **owner** shall keep their **property**, or that part of their **property**, without keeping it clean and free, at all times, from:
- (a) brush, **waste material** or other debris and from objects or conditions, such as holes or excavations, that might create a fire, health, safety or accident hazard;
 - (b) machinery or parts thereof, or other objects or parts thereof, or accumulation of material that creates an **unsafe** condition or which is not in keeping with the neighbouring **properties**;

- (c) **dilapidated**, collapsed or unfinished **structures** and from materials that create **nuisance** and/or safety issues;
 - (d) injurious insects or rodents and any condition which might result in the harbouring of such injurious insects or rodents; and,
 - (e) **dead, dying, diseased or hazard trees** or other natural growth, and the branches or limbs thereof.
- 4.3 Every **owner** of **property** not zoned Rural in the **Corporation's** Zoning By-law shall cut the grass and weeds, and remove the cuttings, on the **property** and any abutting Boulevard whenever the growth of the grass or weeds exceeds twenty centimetres in height.
- 4.4 Every **owner** of **property** zoned Rural in the **Corporation's** Zoning By-law shall cut the grass and weeds, and remove the cuttings, within that area of the **property** which is setback 6 metres from all lot lines that abut **property** that is zoned to permit residential uses whenever the growth of the grass or weeds exceeds twenty centimetres in height.
- 4.5 Notwithstanding Subsections 4.3 and 4.4 of this By-law, the height of grass need not be maintained in:
- (a) **heritage attributes**, where said grass is considered the **heritage attribute**, provided that the unkempt grass does not lead to the degradation of the **heritage attribute(s)** of the **heritage property**; or,
 - (b) **natural gardens**.
- 4.6 The accumulation, storage and keeping of materials required for the normal operations of any lawfully conducted business is permitted, provided such materials are stored in a neat and orderly manner, and in accordance with the requirements of the **Corporation's** Zoning By-law and any applicable Site Plan Agreement for the **property**.
- 4.7 Dismantled or wrecked **vehicles**, boats and/or trailers which are being privately renovated, repaired or restored as a hobby or for the personal use of their owner may be permitted on a **property**, provided they are stored within a fully enclosed **building**, do not create an unsightly condition out of character with the surrounding environment, and any necessary building permits have been obtained from the **Corporation**.

Vehicles

- 4.8 No **vehicle** shall be used for the storage of **waste material**, inoperable equipment, materials, appliances, or similar items.

- 4.9 No **vehicle**, including **inoperable vehicles**, shall be parked, stored or left on a **property** except in accordance with Section 4.7 of this By-law and the **Corporation's Zoning By-law**.

Sewage Discharge and Drainage

- 4.10 **Sewage** shall be discharged into the **sewage system**.
- 4.11 Untreated or inadequately treated sanitary **sewage** shall not be discharged onto the surface of the ground, whether into a natural or artificial drainage system or otherwise.
- 4.12 Roof drainage, storm water, swimming pool or sump pump water discharge shall:
- (a) Be drained from lands so as to prevent recurrent ponding or entrance of water into a basement, cellar or any impervious road allowance; and,
 - (b) Not be discharged onto walkways, stairs or neighbouring **property**.
- 4.13 Subsurface drainage shall be installed where there is recurring excessive ponding caused by surface water.
- 4.14 The storm water run-off from all downspouts or impervious surfaces shall be contained within the limits of the premises from which it originated until absorbed by the soil or drained into a storm sewer or to a natural or artificially created swale or watercourse.

Grading, Paving and Surface Conditions

- 4.15 Every **owner** shall keep their **property** graded, cultivated and protected with a natural or artificial **ground cover** in a manner that:
- (a) prevents excessive or recurrent ponding of storm water; and,
 - (b) prevents instability or erosion of soil.
- 4.16 Every **owner** shall keep the portion of their **property** which is used for steps, walkways, vehicular traffic or parking, including loading areas or bays, ramps, curbs, parking spaces or **driveways**:
- (a) free from dirt, surface dust and **waste material**;
 - (b) graded and drained to prevent excessive ponding of water;
 - (c) free from conditions which would impede the natural flow of water;
 - (d) free from conditions which prevent vehicular or pedestrian passage; and,
 - (e) free from hazard to any **person** under normal use and weather conditions.

Exterior Lighting and Supports

- 4.17 Every **owner** shall maintain all fixtures and **structures** supporting artificial lights, all exterior lighting, and all connections to said lighting, on their **property** in a safe condition, in good repair and in good working order.
- 4.18 No **owner** shall cause or permit any exterior lighting on their **property** to shine directly into any **dwelling unit** windows.
- 4.19 Where parking areas are illuminated, lighting fixtures shall be so arranged that no part of any fixture shall be more than 9 metres above the finished grade of the parking area, unless permitted by the **Corporation's** By-laws. Fixtures shall be so designed and installed that the light is directed downward and deflected away from adjacent **properties**, roads, streets and **dwelling units**.

Fences

- 4.20 Fences, barriers and retaining walls shall be kept:
- (a) in good repair;
 - (b) free from fire, safety or accident hazards;
 - (c) protected by paint, preservative or other weather-resistant material;
 - (d) so as not to present an unsightly appearance; and,
 - (e) free of barbed wire or injurious material so as to not injure a **person** or animal
- 4.21 No fence shall be erected in a location which will, does or may constitute a safety or accident hazard to vehicular or pedestrian traffic.
- 4.22 No temporary construction/snow fencing shall be erected, unless said fencing is used to temporarily control snow and/or to protect **property** undergoing construction for which an approved **Corporation** permit is in effect. Such fencing shall be removed upon completion of construction and/or when snow accumulation has been reduced to a level that no longer requires the fencing.
- 4.23 Every **owner** on whose **property** livestock are being kept shall prevent the livestock from leaving the **property** at any time by constructing a perimeter fence or other interior enclosure, and, further such **owner** shall keep the said perimeter fence or other interior enclosure in good repair.
- 4.24 All fences shall comply with the **Corporation's** Fence By-law and Zoning By-law.

Buildings and Structures

- 4.25 No **building**, or **structure** shall be kept in a condition which:

- (a) is structurally unsound as to be incapable of safely sustaining its own weight and any additional weight that may be put on it through normal use;
 - (b) is incapable of safely accommodating all normal movements without damage, decay or deterioration;
 - (c) is not clad by exterior surfaces of materials which provide adequate protection from the weather to prevent the entry of moisture that would contribute to damage, decay or deterioration; or,
 - (d) contains loose, rotten, warped and broken materials and objects.
- 4.26 If in the opinion of the **Officer** there is doubt as to the structural adequacy or condition of a **building**, or **structure**, or parts thereof, the **Officer** may order that such **building**, or **structure**, or parts thereof, be examined by a **Professional Engineer**. The **Officer** may require a written report, including drawings, that is signed and stamped by the **Professional Engineer** to be submitted to the **Building Branch** for evaluation by the **Corporation**. Said report shall give details of the **Professional Engineer's** findings and proposed repair methods, all at the expense of the **property owner**.
- 4.27 Examination and testing of any **building** or **structure** or parts thereof required by Subsection 4.26 of this By-law shall be conducted in a manner acceptable to the **Officer** and at the **owner's** expense.
- 4.28 Details, drawings and specifications pertaining to all temporary shoring and other work deemed necessary by the **Professional Engineer** shall be included with the report required by Subsection 4.26 of this By-law.
- 4.29 The **owner** shall have all work specified by the **Professional Engineer** completed in a manner and within the time which shall be specified by the **Officer**. Said work may require the **owner** to obtain building permits from the **Corporation**.
- 4.30 On completion of all of the work, a report signed and stamped by the **Professional Engineer** that all of the work has been completed to his or her satisfaction shall be submitted to the **Officer** and **Building Branch** by the **owner**.

Fire/Storm Damage

- 4.31 No **person** shall permit a **building** or **structure** damaged by fire, storm or by other causes to remain on a **property** without being either demolished or repaired to its original condition.
- 4.32 No **person** shall engage in the demolition or repair of a **building** or **structure** damaged by fire, storm or by other causes, without:
- (a) taking immediate steps to prevent or remove a condition which might endanger persons on or near the **property**;

- (b) properly supporting and barricading the **building**, accessory **building** or **structure** until the necessary demolition or repair can be carried out;
 - (c) carrying out such repairs or demolition within a time frame established by the **Officer**, acting reasonably; and,
 - (d) obtaining a building permit where one is required.
- 4.33 No **property** which contains a **building** or **structure** where the exterior wall or surface of the **building** or **structure**, or of the remaining parts of the **building** or **structure**, have been defaced by smoke or other natural causes without removing the defacement, forthwith.
- 4.34 Notwithstanding Subsections 4.31, 4.32 and 4.33 of this By-law, in the case of **buildings** and **structures** located on **heritage properties**, no **owner** shall alter or demolish the **heritage property** or **heritage attribute**, or permit the alteration or demolition of the **heritage property** or **heritage attribute**, if the alteration is likely to affect the **property's heritage attributes**, unless the **owner** has obtained a building permit with **Heritage Approval** or other form of written consent from the **Planning Manager** in accordance with the **Ontario Heritage Act**.

Foundations, Walls, Columns, Beams, Floors, Roof Slabs, Balconies, Openings and Roofs

- 4.35 The exterior walls of a **building** or **structure** shall be maintained in good repair, in a manner to prevent deterioration due to weather or insects and free from:
- (a) defective or broken masonry units;
 - (b) defective or deteriorated wood or metal siding or trim;
 - (c) cracked, broken or loose stucco; and,
 - (d) loose or unsecured objects.
- 4.36 Objectionable markings, graffiti, or other defacement of exterior surfaces shall be removed and the surface restored.
- 4.37 Without limiting the generality of the foregoing, the maintenance of an exterior wall includes:
- (a) the finishing with a weather resistant material of all exterior wood and metal work;
 - (b) restoring, repairing or replacing of any siding, brick and mortar, stucco, lathing and plaster, the cladding, the coping and the flashing;
 - (c) the waterproofing of the walls and joints; and,

- (d) where masonry units forming an exterior wall, or part of an exterior wall, of a **building** are faced with a glazed or other decorative surface, all of those units from which the surface has spalled or broken shall be removed and replaced with units having a facing similar to that of the original wall so that the wall presents a uniform and neat appearance.

4.38 **Buildings and structures** shall conform to the following:

- (a) exterior surfaces, which have been previously covered with paint or other protective materials shall be maintained in good repair and the covering renewed when it becomes damaged or deteriorated;
- (b) metal eaves troughs, roof gutters, rain water pipes, fascia, soffits, flashing and all exterior metal construction components shall be kept in good repair, free from obstructions, properly secured, free from safety or accident hazards, and free from rust by application of a suitable protective material such as paint and renewed when such application is impractical or ineffective;
- (c) The cladding on the exterior walls shall consist of masonry, stucco, wood, plywood, metal, vinyl or other materials of equivalent strength, durability and fire endurance;
- (d) Balconies, porches, canopies, marquees, awnings, screens, grills, stairways, fire escapes, pipes, ducts, air conditioners and all other similar equipment, attachments, extensions and their supporting members shall be:
 - (i) maintained in good repair;
 - (ii) free from **waste material**;
 - (iii) properly and safely anchored; and,
 - (iv) protected against deterioration and decay by the application of a weather resistant material such as paint.
- (e) All exterior doors, windows, skylights, basement hatchways, including storm windows, shall be:
 - (v) maintained in good repair and weather tight;
 - (vi) free from rotted or defective members;
 - (vii) free from defective or missing hardware;
 - (viii) free from torn, damaged or missing screens;
 - (ix) free from defective or missing weather-stripping or caulking; and,

- (x) free from broken or missing glass.
- (f) Openings in exterior walls, other than doors and windows, shall be effectively protected by suitable materials to prevent entry of rodents, vermin and insects;
- (g) All roofs shall be maintained:
 - (i) in a water-tight condition;
 - (ii) free from loose, rotten, curling, lifting or unsecured objects or materials;
 - (iii) free from all other fire, safety or accident hazards;
 - (iv) so that roof decks and related **guards** are in a good state of repair; and,
 - (v) free from conditions causing or contributing to leaks.
- (h) Every chimney, smoke or vent stack and other roof structures shall be maintained plumb and in good repair so as to be free from:
 - (vi) loose bricks, mortar and loose or broken capping;
 - (i) loose or rusted stanchions, braces and attachments; and,
 - (ii) fire, safety or accident hazard.

Stairs, Handrails and Guards

4.39 All **buildings** shall conform to the following:

- (a) all stairs, porches and landings, all treads and risers, all **guards** and handrails, and all supporting structural members thereof shall be maintained and free from defects and safety or accident hazards and capable of supporting all loads in their normal use;
- (b) all ramps and stairs having more than three (3) risers shall be maintained in accordance with the requirements of the Building Code Act and the regulations thereto;
- (c) **Guards** shall be installed securely in accordance with the requirements of the Building Code Act and the regulations thereto and maintained in good repair; and,
- (d) loading bays, retaining walls and platforms shall be protected by a **guard** in accordance with the requirements of the Building Code Act and the regulations thereto, and maintained in good repair.

Floors and Protection

- 4.40 All floors shall conform to the following:
- (e) all floors shall be maintained in a clean and sanitary condition, free from rubbish and debris;
 - (f) the floors of rooms in which plumbing fixtures are installed shall be maintained, impervious to water and in such a condition as to permit easy cleaning; and,
 - (g) floors shall be maintained to a smooth and level condition and shall be kept free from warped or decayed boards, cracks, depressions, protrusions, deterioration or other defects.

Nuisance

- 4.41 No **owner** shall cause or permit a **nuisance**.
- 4.42 No **owner** shall cause or permit the accumulation of litter in or around their **property** or the portion of said **property** used for the temporary storage or disposal of **waste material**.
- 4.43 No **owner** shall keep their **property** or the portion of said **property** used for the temporary storage and disposal of **waste material** in a manner that attracts, or is likely to attract, injurious insects, rodents, or creates a health or safety hazard.

Unoccupied Building

- 4.44 No **owner** shall permit an **unoccupied building** to exist on their **property** for a term of greater than 90 days unless:
- (a) that **owner** has protected the **building** against the risk of fire, storm, neglect, intentional damage, accident, or other danger/damage by other causes and has effectively prevented the entrance of the elements, unauthorized **persons** or the infestation of injurious insects or rodents, to the satisfaction of the **Officer**;
 - (b) where the **building** has been boarded up, that **owner** has used materials covered and maintained with a preservative that is the same colour as the exterior finish of the **building**; and,
 - (c) that **owner** has caused all utilities serving the **building** to be properly disconnected or otherwise secured to prevent accidental or malicious damage to the **building** or adjacent **property**.
- 4.45 Subsection 4.44(c) of this By-law does not apply where utilities are necessary for the safety or the security of the **building** or to protect a **heritage property** or **heritage attribute**.

4.46 Where the minimum **standards** imposed by Subsection 4.44 of this By-law have, more than once, failed to exclude unauthorized entry and/or where the **owner's** lack of control, attendance or security measures to protect the **unoccupied building** warrant, in the opinion of the **Officer**, use of a more secure option, then the **owner** shall supply such measures, as may be required by the **Officer**.

Storage Garages

4.47 All **storage garages** shall conform to the following:

- (a) **Storage garages** shall be adequately lit in accordance with the standards established by the Building Code Act and regulations, as amended, or successor legislation thereto;
- (b) every floor, wall, ceiling and stairwell of a **storage garage** shall be kept clean and free from rubbish and debris and from objects or conditions that might create a fire, health, safety or accident hazard; and,
- (c) all **means of egress** within a **storage garage** shall be provided with clean, clear, unobstructed and readily visible exit **signs** in accordance with the Building Code Act and regulations and shall be maintained in good repair.

Demolition

4.48 No **owner** shall permit a **building**, accessory building, fence or other **structure** on their **property** to be demolished without clearing the site of all foundation, **waste material**, masonry, lumber and other materials and left in a graded and leveled condition ready for grass seed or sod forthwith after demolition.

4.49 No **owner** shall permit any foundation, **waste material**, masonry or lumber to remain on their **property**, on which a **building**, fence or other **structure** has been destroyed by fire or demolished.

4.50 No **person** shall Demolish, or cause to be demolished, a **building** or other **structure** without taking every precaution to protect adjoining **properties** and members of the public. For the purpose of this Subsection, such precautions shall include, but are not limited to, the erection of fences, barricades, covered walk ways for pedestrians and all other means of protection necessary for the purpose.

4.51 Building permits and other municipal approvals may be required for any demolition.

V SUPPLEMENTARY STANDARDS FOR RESIDENTIAL PROPERTIES

Duties of Owners

5.1 All **exits** within a **dwelling** shall be unobstructed and in a clean condition.

Cleanliness

- 5.2 A **dwelling** shall be kept free of rodents and insects and from conditions which may encourage infestation by such rodents and insects.
- 5.3 **Multi-unit dwellings** shall have a garbage storage area which is washed and disinfected as often as is necessary to maintain a clean condition with minimal odours.

Occupancy Standards

- 5.4 No **owner** shall keep, occupy or permit the use of a **non-habitable room** as a **habitable room** in a **dwelling**.
- 5.5 No **owner** shall keep, occupy or permit a **sleeping quarters** in a **non-habitable room**, or in a **habitable room** that does not meet the requirements of the Building Code Act and its regulations, as amended.
- 5.6 No **owner** shall keep, occupy or permit a **sleeping quarters** to be used for the preparation of meals unless the **dwelling unit** is composed of only two rooms, one of which is a **non-habitable room**.
- 5.7 No **owner** shall keep, occupy or permit the occupancy of a **dwelling unit** for residency purposes by a number of **persons** exceeding the maximum number of **persons**, which may reside in the **dwelling unit**. For the purposes of this Subsection, the maximum number of **persons** permitted to reside in a **dwelling unit** shall not exceed two **persons** per **sleeping quarters** in a **dwelling unit** or suite as per the Building Code Act and its regulations, as amended.
- 5.8 No **owner** shall keep, occupy or permit the occupancy of any **habitable room** in a **dwelling unit** unless the first room is at least 9.8 m² in size and any additional rooms are at least 7.0 m² in size, and each room has a ceiling height that meets the requirements of the Building Code Act and its regulations, as amended.
- 5.9 No **owner** shall keep, occupy or permit the occupancy of a basement or portion thereof as a **dwelling unit** unless it meets the following requirements:
- (a) each **habitable room** shall comply with all requirements for ingress, egress, light, ventilation and ceiling height set out in this By-law;
 - (b) floors and walls are constructed so as to be impervious to leakage of underground and surface run off water;
 - (c) each **habitable room** shall be separated from the fuel fired central heating equipment or other similarly hazardous equipment by a fire separation as per the Building Code Act and regulations, as amended; and,
 - (d) access to each **habitable room** shall be gained without passage through a furnace room, boiler room or storage room.

Interior Doors, Walls and Ceilings

5.10 Interior doors, walls and ceilings shall conform to the following:

- (a) interior doors and door frames located in the **dwelling** including automatic door closures and all necessary hardware shall be maintained in good repair to ensure the proper operation and integrity of the door and the door shall be a proper fit in its frame;
- (b) doors connecting **dwelling units** to the exterior or to an entrance or **exit** system shared in common with other **dwelling units** shall have locking devices and other necessary hardware installed and maintained in good repair. Access doors, as above, shall afford the occupants of the **dwelling units** with a reasonable degree of privacy and safety and prevent the entry of drafts into the **dwelling unit**;
- (c) in the common area of **multi-unit dwelling**, missing, cracked and broken glass in door panels, glass screens, and windows are to be replaced with glass or similar materials that are of equivalent quality to the existing materials;
- (d) every interior wall and ceiling in a **dwelling** shall be maintained so as to be free of holes, cracks, damaged and deteriorated plaster or other materials and finished to match the existing wall or ceiling;
- (e) repairs made to the interior walls and ceiling of a **dwelling** shall be completed in a manner consistent with construction industry standards and each repair is finished to match the existing wall or ceiling;
- (f) in **multi-unit dwellings**, interior glazed doors, windows and other transparent surfaces in those parts of the **building** used by the tenants in common are to be kept in a reasonably clean condition; and,
- (g) every interior wall, ceiling, staircase and landing, furnishing, fixture and appliance in a **dwelling** shall be kept free from **waste material**.

Plumbing

5.11 All **buildings** or **structures** containing plumbing components including plumbing drain pipes, water pipes, fixtures or connecting lines to the **sewage system** shall conform to the following:

- (a) plumbing drain pipes, water pipes, fixtures and connecting lines shall comply with the requirements of all applicable governmental regulations;
- (b) plumbing drain pipes, water pipes, fixtures and connecting lines shall be free of defects, maintained in good working condition and in a clean and sanitary condition; and,

- (c) plumbing drain pipes, water pipes, fixtures and connecting lines shall be protected from freezing.

Electrical Supply and Lighting

- 5.12 The electrical wiring and all equipment and appliances located or used in a **building** or on a **property** shall be maintained in good working order in accordance with the Electrical Safety Code and all other relevant legislation.
- 5.13 At the discretion of the **Officer**, a **building, structure**, or electrical element on a **property** may be subject to a general inspection by the Electrical Safety Authority, and inspection fees shall be paid by the **owner**. Furthermore, at the discretion of the **Officer**, a Certificate of Inspection from the Electrical Safety Authority shall be provided to the **Officer** in order to confirm that works/repairs have been completed per the electrical safety code and/or any other relevant legislation.

Windows and Wall Openings

- 5.14 Every **habitable room** within a **dwelling unit** shall contain a window(s) maintained in good repair and shall adhere to the following **standards**:
 - (a) have a total light transmitting area of not less than that required by the Building Code Act and its regulations, as amended;
 - (b) when designed to open, be easily opened and closed at all times and the area of the portion which opens shall comply with the requirements of the Building Code Act and its regulations; and,
 - (c) provided with effective locking devices.
- 5.15 Where a **dwelling unit** is located above another **dwelling unit** in a **multi-unit dwelling**, all windows in the upper unit shall be equipped with a safety device to prevent the opening of any part of such window to a width in excess of 100 mm. Such devices are subject to the requirements of the Building Code Act and its regulations.
- 5.16 Within a **multi-unit dwelling**, all windows located above the first storey within corridors, stairways and other common areas, and located less than 1 metre above a floor or landing shall adhere to the following **standards**:
 - (a) a protective **guard** must be installed and maintained that is at least 900 mm in height, and that does not have any attachments or openings located within 900 mm of the floor or **guard** that could facilitate climbing; and,
 - (b) have no openings large enough to permit the passage of a spherical object with a diameter of 100 mm or more.

Ventilation

- 5.17 Within a **multi-unit dwelling**, every laundry room, garbage room, corridor, boiler room, **storage garage** and all parts of a **building** used by tenants in common, shall be adequately ventilated by mechanical or natural means.
- 5.18 Every **multi-unit dwelling** shall have a ventilation system for providing adequate ventilation in accordance with Subsection 5.17 of this By-law and is:
- (a) maintained in good repair and in good working order;
 - (b) maintained in a safe condition; and,
 - (c) regularly cleaned.

Heating

- 5.19 Every **dwelling** shall conform to the following:
- (a) every **dwelling unit** shall be provided with suitable heating facilities capable of maintaining an indoor temperature of 22 degrees Celsius throughout the **dwelling unit**;
 - (b) the heating system shall be maintained in good working condition to safely maintain heat in the **dwelling unit** to the required **standards**;
 - (c) every **dwelling unit** shall be so constructed and protected as to prevent the passage of smoke, fumes and gases from that part of the **dwelling** that is not used, designed or intended to be used for human habitation into other parts of the **dwelling** in conformance with the requirements of the Building Code Act and its regulations;
 - (d) where a heating system, or any auxiliary heating units, burn solid or liquid fuel, a storage place or receptacle for such fuel shall be provided and maintained in a safe condition and in a convenient location to be free from fire, safety or accident hazards;
 - (e) every chimney, smoke pipe and vent shall be installed and maintained in good repair so as to prevent the escape of smoke or gases into the **dwelling** and it shall be kept clear of obstructions, without open joints and broken or loose masonry;
 - (f) all piping for gas or oil fuel, and all electrical connections to a heating system, shall be installed and maintained in accordance with the requirements of all applicable governmental regulations; and,
 - (g) Subsection 5.19 (a) shall not apply to cottages/seasonal recreational **buildings**, as classified in the Ontario Building Code.

Means of Egress

5.20 Every **dwelling** shall conform to the following:

- (a) every **dwelling** shall have an **exit** located at or near **grade**; and,
- (b) all **means of egress** are provided with clean, clear, unobstructed paths of exit travel, and are equipped with readily visible exit **signs**, where required by the Ontario Building Code, for every **exit** and are maintained in good repair.

VI SUPPLEMENTARY STANDARDS FOR NON-RESIDENTIAL PROPERTIES

Duties of Owners

6.1 All non-residential **properties** shall be maintained:

- (a) in a clean, sanitary and safe condition, free from litter and **waste material** including such litter and **waste material** as may be left by customers or other members of the general public and shall provide containers for the disposal of such litter or **waste material**;
- (b) free from objects or conditions which are fire, health, safety or accident hazards; and,
- (c) free from rodents, vermin and injurious insects.

Plumbing

6.2 All non-residential **properties** shall conform to the following:

- (a) **Plumbing appliances** shall be provided and installed in accordance with the requirements of the Building Code Act and its regulations, as amended, and the regulations thereto, or its successor legislation;
- (b) all the **plumbing appliances** drain pipes, water pipes and every connecting line to the **sewage** disposal system shall be:
 - (i) maintained in good working order;
 - (ii) free from leaks and defects;
 - (iii) protected from freezing;
 - (iv) in compliance with all applicable governmental regulations;
 - (v) kept in a clean and sanitary condition;
 - (vi) connected to a **sewage** disposal system; and,
 - (vii) provided with an adequate supply of running water.

- (c) Every washroom contained therein is so located and enclosed as to be easily accessible to, and provide privacy for the **persons** using such facilities;
- (d) The paint on walls and ceilings in rooms in which plumbing fixtures appliances are installed is renewed as often as is necessary to prevent cracking or peeling and maintained in a clean and sanitary condition; and,
- (e) All required backflow prevention devices are installed, tested, maintained and operated in accordance with government regulations.

Electrical Services and Lighting

6.3 All electrical service equipment and wiring in non-residential **properties** shall be in accordance with the Electrical Safety Authority and shall conform to the following:

- (a) The electrical connection to, and the wiring system therein, is installed and maintained:
 - (i) in good working order;
 - (ii) free from fire, safety and accident hazards; and,
 - (iii) in compliance with the requirements of all applicable governmental regulations.
- (b) a level of illumination shall be provided which will adequately protect all **persons** within the **building** from all health and accident hazards;
- (c) artificial lighting shall be provided and maintained in good working order at all times in every:
 - (i) stairway;
 - (ii) hall;
 - (iii) passageway;
 - (iv) room in which plumbing fixtures are installed; and,
 - (v) furnace room or boiler room.
- (d) all electrical fixtures, switches, receptacles and connections thereto shall be maintained in a safe and working order in accordance with the Electrical Safety Authority; and,
- (e) At the discretion of the **Officer**, a **building** and/or **structure** may be subject to a general inspection by the Electrical Safety Authority and inspection fees shall be paid by the **owner**. Furthermore, at the discretion of the **Officer**, a Certificate of Inspection from the Electrical Safety

Authority shall be provided to the **Officer** in order to confirm that works/repairs have been completed per the electrical safety code and/or any other relevant legislation.

Ventilation

6.4 All mechanical ventilating equipment in a **building** or **structure** and the support for such equipment shall be maintained in good repair and in a safe mechanical condition.

Means of Egress

6.5 All **means of egress** for non-residential **properties** shall be:

- (a) maintained free from all obstructions or impediments; and,
- (b) provided with clean, clear, unobstructed and readily visible exit **signs** for every **exit**.

6.6 The **means of egress** from the non-residential portion of a **building** shall not pass through any part of any **dwelling unit** in the **building**.

VII MAINTENANCE OF HERITAGE PROPERTIES AND HERITAGE ATTRIBUTES

7.1 In addition to the minimum standards for the maintenance and security of **property** as set out in this By-law, the minimum standards listed in this Section shall apply to the maintenance and security of all **buildings** and **structures** on a **heritage property**.

7.2 The **owner** of a **heritage property** shall:

- (a) maintain, preserve and protect the **heritage attributes** so as to retain the heritage character, and the visual and structural heritage integrity of said **heritage property**; and,
- (b) maintain the **heritage property**, including those components of the **heritage property** that hold up, support or protect the **heritage attributes** in a manner that will ensure the on-going protection and preservation of the existing **heritage attributes**.

Alterations of Heritage Attributes

7.3 Despite any other provisions of this By-law, in the case of **buildings** and **structures** located on a **Heritage Property**, no **person** shall alter the **heritage property** or permit the alteration of the **heritage property** if the alteration is likely to affect the **property's heritage attributes**, unless the **owner** has obtained a building permit with **Heritage Approval** or other form of written consent from the **Corporation** in accordance with the **Ontario Heritage Act**.

Repair and Replacement of Heritage Attributes

- 7.4 Despite any other provisions of this By-law, where a **heritage attribute** can be repaired, the **heritage attribute** shall not be replaced. Said repair shall be conducted, following approval by the **Corporation**:
- (a) in a manner that minimizes damage to the **heritage attribute** and is consistent with recognized conservation standards, best practices and processes for the conservation of built heritage resources;
 - (b) in a manner that maintains the design, finishes, form, physical appearance, colour, texture, grain and other distinctive features and qualities of the **heritage attribute**; and,
 - (c) using the same types of material as the original material being repaired and in keeping with the design, finishes, form, physical appearance, colour, texture, grain and other distinctive features and qualities of the original material. Where the same types of material as the original material are no longer available, alternative materials may be used, subject to review and approval by the **Corporation**, so long as said materials replicate the design, finishes, form, physical appearance, colour, texture, grain and other distinctive features and qualities of the original material.
- 7.5 Despite any other provisions of this By-law, and subject to all provisions of the **Ontario Heritage Act** and the **Building Code Act**, no **heritage attribute** shall be replaced unless it can be demonstrated, to the satisfaction of the **Planning Manager**, that the **heritage attributes** cannot be repaired. Said replacement shall be conducted using the same types of material as the original material in a manner that replicates the design, finishes, form, physical appearance, colour, texture, grain and other distinctive features and qualities of the **heritage attribute** being replaced to the satisfaction of the **Planning Manager**. Where the same types of materials as the original material are no longer available, alternative or substitute materials and finishes may be used, subject to review and approval by the **Corporation**, so long as said materials replicate the design, finishes, form, physical appearance, colour, texture, grain and other distinctive features and qualities of the original material.

Unsafe

- 7.6 Where a **building** or **structure** on a **heritage property** has been deemed **unsafe** by the **Corporation** and the necessary remedial measures to address the **unsafe** condition of the **building** or **structure** are being undertaken, the **owner** shall ensure that all necessary measures are taken to protect all **heritage attributes** on the **heritage property** and prevent damage or further damage to said **heritage attributes**.

- 7.7 If, in the opinion of the **Officer**, there is doubt as to the structural condition and adequacy of a **building** or **structure** or parts thereof, the **Officer** may order that such **building** or **structure** or parts thereof be examined by both a **Professional Engineer** that is licensed to practice in Ontario and by a member of the Canadian Association of Heritage Professionals. The professionals shall be employed by the **owner** or authorized agent. The professionals shall complete and submit written report(s) to the **Officer**, which shall include details of the findings of such examination and drawings for any recommended remedial work. All recommended remedial work shall be undertaken under a building permit to the satisfaction of the **Planning Manager**.

Demolition

- 7.8 Despite any other provision of this By-law, no **building** or **structure** located on a **heritage property** may be altered or cleared, including but not limited to removed, demolished or relocated, except in accordance with the **Ontario Heritage Act**, under the provisions of the Ontario Building Code, and to the satisfaction of the **Planning Manager**.
- 7.9 Upon completion of demolitions and removals of any **building** or **structure** on a **heritage property** in accordance with Subsection 7.8 of this By-law the affected site shall be cleared and cleaned of debris, graded, left free from holes or excavations, and provided and maintained with a suitable **ground cover** to the satisfaction of the of the **Planning Manager**.

Conflict

- 7.10 Despite any other provisions in this By-law, if there is a conflict between a provision of this By-law and any other provision in this By-law or other **Corporation** By-law, the provision that establishes the highest standard for the protection of **heritage attributes** shall prevail.

VIII ADMINISTRATION AND ENFORCEMENT

Inspections

- 8.1 An **Officer** and any **person** acting under the **Officer's** instruction may enter and inspect a **property**, pursuant to the **Building Code Act**, to determine:
- (d) whether the **property** conforms to the Standards prescribes in this By-law;
 - (e) whether an **Order** made under this By-law has been complied with; and,
 - (f) whether an **Order** made under Section 15.7 of the **Building Code Act**, as amended, has been complied with.

- 8.2 Where the inspection is conducted by the **Officer** or any **person** acting under the **Officer's** instructions, the **person** conducting the inspection may:
- (a) require the production for inspection of 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 from any **person** concerning a matter related to the inspection including their name, address, phone number and identification;
 - (d) alone or in conjunction with a **person** possessing special or expert knowledge, make examinations or take test, samples or photographs necessary for the purpose of the inspection; and,
 - (e) order the **owner** of the **property** to take and supply at the **owner's** expense such tests and samples as are specified.

Appeals Committee

- 8.3 The **Committee** is hereby established consisting of not less than three and not more than five **persons**.
- 8.4 The **Committee** is hereby empowered to exercise the authority accorded such a **Committee** pursuant to the Building Code Act, as amended.
- 8.5 The **Council** shall forthwith fill any vacancy that occurs in the membership of the **Committee**.
- 8.6 The term of office for the members of the **Committee** shall be for four (4) years.
- 8.7 The members of the **Committee** shall be paid such compensation as the **Council** may provide, from time to time.
- 8.8 The members shall elect a chair from among themselves, and when the chair is absent through illness or otherwise, the **Committee** may appoint another member as acting chair.
- 8.9 A majority of the members constitutes a quorum for transacting the **Committee's** business.
- 8.10 The members shall provide for a secretary for the **Committee**.
- 8.11 The secretary shall keep on file the records of all official business of the **Committee**, including records of all applications.
- 8.12 The **Committee** may adopt its own rules of procedure and any member may administer oaths.

8.13 The **Committee** shall give notice or direct that notice be given of the hearing of an appeal to such **persons** as the **Committee** considers advisable.

Order and Appeal to Committee

8.14 An **Officer** may make an **Order** pursuant to Sections 15.2 or 15.7 of the Building Code Act.

8.15 An **Order** may be registered in the proper Land Registry Office and, upon such registration, any **person** acquiring any interest in the land subsequent to the registration of the **Order** shall be deemed to have been served with the **Order** on the date on which the **Order** was originally served and, when the requirements of the **Order** are found to have been satisfied, the Clerk shall forthwith register in the proper Land Registry Office a certificate that such requirements have been satisfied, which shall operate as a discharge of the **Order**. The **owner** shall be responsible for paying any applicable fees for said registrations pursuant to the **Corporation's** User Fees and Charges By-law.

8.16 When the **owner** upon whom an **Order** pursuant to Section 15.2 of the Ontario Building Code, has been served is not satisfied with the terms or conditions of the **Order**, the **owner** may appeal to the **Committee**, by sending notice of appeal by registered mail to the secretary of the **Committee** within fourteen (14) days after service of the **Order**, and, in the event that no appeal is taken, the **Order** shall be deemed to be confirmed.

8.17 The secretary of the **Committee**, upon receipt of the notice of appeal shall:

- (a) determine the date, place and time of the hearing of the appeal which shall take place not less than seven (7) days from the date of receipt of the aforesaid notice; and,
- (b) give notice in writing of the date, place and time of the hearing to:
 - (i) the appellant;
 - (ii) the **Officer** who issued the **Order**; and,
 - (iii) any other as the **Committee** considers advisable.

8.18 The **Committee** shall:

- (a) hear the appeal at the date, place and time set out in the notice; and,
- (b) have all the powers and functions of the **Officer** who made the **Order**.

8.19 The **Committee** may adopt its own rules of procedure.

8.20 The **Committee** may:

- (a) confirm the **Order**;

- (b) modify or rescind the **Order**; or,
- (c) extend the time for complying with the **Order** provided that, in the opinion of the **Committee**, the general intent and purpose of this By-law and of the Official Plan of the **Corporation** are maintained.

8.21 The **Committee** shall give its decision in writing.

8.22 The secretary of the **Committee** shall notify the following individuals of the decision by causing a copy to be served personally or by registered mail:

- (a) the appellant;
- (b) the **Officer** who issued the **Order**; and,
- (c) any other **person** who appeared at the hearing of the appeal.

The Officer/Certificates of Compliance

8.23 The **Council** shall, by By-law, appoint an **Officer(s)** responsible for the administration and enforcement of this By-law.

8.24 Any Police Officer, Building, Housing, Plumbing, Electrical, Heating or Public Health Inspector or Fire Prevention Officer of the **Corporation** or the Corporation of the Regional Municipality of York or a Ministry of the Province of Ontario is hereby authorized to act as an assistant to the **Officer** when required from time to time.

8.25 Where a violation of any of the provisions of this By-law has been noted, the **Officer** shall if so requested, issue to the **owner** a Certificate of Compliance if the **property** is in compliance with the standards of this By-law following a subsequent inspection.

8.26 The fee for a Certificate of Compliance issued at the request of the **owner** pursuant to Subsection 8.25 of this By-law shall be set out in the **Corporation's** User Fees and Charges By-law.

IX GENERAL MATTERS

Interpretation

9.1 Where a provision of this By-law conflicts with a provision of any other By-law, statute or regulation in force, the provision that establishes the higher standard to protect the health, safety and welfare of the general public shall be applicable.

Short Title

9.2 This By-law may be cited as the Property Standards By-law.

Contravention

- 9.3 Every **person** who contravenes a provision of this By-law is guilty of an offence and upon conviction is liable to a fine of not more than \$50,000.00 for a first offence and to a fine of not more than \$100,000.00 for a subsequent offence, pursuant to the provisions of the Building Code Act, as amended.
- 9.4 Notwithstanding Subsection 9.3 of this By-law, every corporation who contravenes a provision of this By-law is guilty of an offence and upon conviction is liable to a fine of not more than \$500,000.00 for a first offence and \$1,500,000.00 for a subsequent offence pursuant to the provisions of the Building Code Act, as amended.

Offence and Penalty

- 9.5 No **person** shall hinder or obstruct, or attempt to hinder or obstruct, an **Officer** in exercise of a power or the performance of a duty under this By-law.
- 9.6 An **owner** who fails to comply with an **Order** that is final and binding under this By-law is guilty of an offence under Section 36(1) of the Building Code Act and is liable to a penalty or penalties as set out in Section 36 of that Act.

Severability

- 9.7 Each and every one of the provisions of this By-law is severable and if any provisions of this By-law should, for any reason, be declared invalid by any court, it is the intention and desire of this **Council** that each and every one of the remaining provisions hereof shall remain in full force and effect.

Fees and Charges

- 9.8 Every **person** who has failed to comply with an **Order** in relation to standards established in this By-law, issued under the Building Code Act, as amended, shall pay the fees set out in the **Corporation's** User Fees and Charges By-law for each inspection to determine if deficiencies or violations observed on an initial inspection have been corrected.
- 9.9 Before carrying out the re-inspection of each **property** for which an **owner** will be required to pay a fee under Subsection 9.8 of this By-law should the deficiency or violation not be remedied by the time provided in the **Order**, the **Corporation** shall give the **owner** of the **property** a written notice setting out the fees payable.
- 9.10 After the Notice under Subsection 9.9 of this By-law has been given by the **Corporation**, no further notice is required from the **Corporation** for subsequent inspections of the same **property** relating to the **Order**.
- 9.11 The Notice referred to in Subsection 9.9 of this By-law may be included as a statement in the **Order** requiring an **owner** of **property** to conform with the

standards in this By-law or, it may be separately delivered by personal service to the **owner**, or by prepaid registered or certified mail to the **owner**.

- 9.12 Where fees are payable by an **owner** under Subsection 9.8 of this By-law, the **Corporation** shall have a lien for the amount of the fees on the **property** to which the fee relates.
- 9.13 The certificate of the **Corporation** as to the total amount of the fees payable is admissible as proof, in the absence of evidence to the contrary, of the total amount of fees payable.
- 9.14 Before the certificate of the **Corporation** is issued, an interim certificate of the **Corporation** shall be delivered by personal service, or sent by prepaid registered or certified mail to the **owner** of the **property** that is subject to the lien and to all mortgage holders or other encumbrancers shown by the records of the Land Registry Office who have any interest on the **property**.
- 9.15 Pursuant to Subsection 441.1 of the Municipal Act, 2001, S.O. 2001, c. 25, the Treasurer of the **Corporation** may add any part of a fine for a commission of a provincial offence that is in default under Section 69 of the Provincial Offences Act, R.S.O. 1990, c. P33 to the tax roll for any **property** in the local municipality of which all of the **owners** are responsible.

Repeal

- 9.16 By-law #2006-23 is hereby repealed.

Force and Effect

- 9.17 That this By-law shall come into force and effect on the date it is passed.

ENACTED AND PASSED this 14th day of August, 2018

Virginia Hackson, Mayor

Fernando Lamanna, Clerk