

**CITY OF PITT MEADOWS  
RESIDENTIAL STANDARDS OF MAINTENANCE  
BYLAW NO. 2686, 2015**

A Bylaw to prescribe standards for the maintenance of rental residential premises

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**WHEREAS** the Community Charter as amended, provides that a Municipal Council may by bylaw regulate, prohibit and impose requirement for the:

- a) health, safety or protection of persons or property;
- b) protection and enhancement of the well-being of its community;

**AND WHEREAS** the Community Charter provides that a municipal council may provide for the recovery of costs incurred by the municipality in effecting compliance at the expense of a person who has failed to comply with the bylaw;

**AND WHEREAS** conditions contrary to the health, safety or protection of persons or property have been found to exist from place to place throughout the municipality and such conditions are contrary to the protection and enhancement of the well-being of the community;

**NOW THEREFORE** the Council of The Corporation of the City of Pitt Meadows, in open meeting assembled, ENACTS AS FOLLOWS:

**PART 1 – TITLE**

- 1. This bylaw may be cited for all as **“The Residential Standards of Maintenance Bylaw No. 2686, 2015”**

**PART 2 – INTERPRETATION**

**2.1** Definitions

In this bylaw the following words, terms and phrases, whenever they occur in this bylaw, have the following meanings assigned to them:

**BATHROOM** means a room containing at least one toilet and toilet tank and one hand basin, one bathing fixture, and constructed so that complete privacy is available to the user;

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**BUILDING** means any structure which is used or intended for supporting or sheltering any use or occupancy;

**INSPECTOR** means the Director of Operations and Development Services or designate, Bylaw Enforcement Officer or Building Official employed by the City of Pitt Meadows;

**DWELLING UNIT** means accommodation providing sleeping, washrooms, and kitchens to be used permanently or semi-permanently for a household; (as per Zoning Bylaw 2505, 2011)

**LANDLORD** includes a lessor, sublessor, owner or other person permitting the occupation of residential premises, and his heirs, assigns, personal representatives and successors in title and a person, other than a tenant occupying the premises, entitled to possession of the residential premises;

**PERSON** includes a corporation, partnership or individual, and the personal or other legal representatives of an individual;

**RENTAL ACCOMMODATION** means residential property subject to a tenancy agreement;

**RESIDENTIAL PROPERTY** means:

- (a) a building, a part of a building or a related group of buildings, in which one or more rental units or common areas are located,
- (b) the parcel or parcels on which the building, related group of buildings or common areas are located,
- (c) the rental unit and common areas, and
- (d) any other structure located on the parcel or parcels;

**REPAIR** includes replacing, making additions or alterations or taking action required for the premises to conform to the standards prescribed in this bylaw;

**REQUIRED** means as required by provincial codes, acts and enactments;

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**SANITARY FACILITIES** means any toilet and toilet tank, urinal, bathtub, shower or hand basin;

**SINK** means a plumbing fixture, primarily intended for the washing of dishes and utensils, with hot and cold water connected thereto;

**SLEEPING UNIT** means one or more rooms equipped to be used for sleeping and sitting purposes only, with no cooking or sanitary facilities;

**TENANCY AGREEMENT** means an agreement, whether written or oral, express or implied, having a predetermined expiry date or not, between a landlord and tenant respecting possession of residential premises;

**TENANT** means a person or persons who have the right of possession of residential premises under a tenancy agreement.

### **PART 3 – ADMINISTRATION AND ENFORCEMENT**

#### **3.1 Application**

This Bylaw applies to all dwelling units providing rental accommodation within the City of Pitt Meadows.

#### **3.2 Responsibility of Administration**

The Inspector is authorized to administer this bylaw.

#### **3.3 Notice to Comply to Bylaw Standards**

An inspector may, by notice in writing, direct an owner whose rental accommodation fails to meet the requirements of this bylaw, to remedy the non-compliance within the time stated by the inspector, in a written notice to comply delivered to the owner.

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**3.4 Compliance with Notice**

An owner who receives a notice to remedy and non-compliance with this bylaw must comply with that notice within the time period stated therein.

**3.5 Non-Compliance**

If an owner fails to comply with a written notice of the inspector within the time specified in the notice, the municipality may by its employees or other person, at a reasonable time and in a reasonable manner, enter the property and effect compliance with this bylaw and all other applicable regulations at the expense of the owner who has failed to comply. Such costs shall be recoverable by the municipality as a debt and in the manner provided by the Community Charter.

**PART 4 – MAINTENANCE STANDARDS**

**4.1 Applicable Standards**

Where reference is made to “good repair” or attaining a “safe” condition, that level of maintenance shall ensure that the building or thing satisfies the requirements of the applicable standard of maintenance of any Provincial enactments regarding health, safety, and the protection of persons or property applicable to that building or thing.

**4.2 Structural Integrity**

Buildings, including their structural members, shall be maintained in good repair and in a manner that provides sufficient structural integrity so as to safely sustain its own weight and any additional loads and influences to which it may be subjected through normal use.

**4.3 Foundations**

Foundation walls and other supporting members shall be maintained in good repair and so as to control the entrance of moisture.

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**4.4 Exterior Walls**

- a) Exterior walls and their components shall be maintained:
  - (i) In good repair;
  - (ii) weather tight;
  - (iii) free from loose or unsecured objects and materials, and
  - (iv) in a manner so as to prevent or retard deterioration due to weather and infestations.

**4.5 Exterior Doors and Windows**

- a) Exterior doors and windows, skylights, and hatchways shall be maintained in good repair and weather tight.
- b) Openings in exterior walls, other than doors and windows, shall be effectively protected to prevent the entry of rodents, insects or vermin.
- c) Latching and locking devices on entrances to the rental accommodation shall be maintained in good working order. Latching and locking devices on windows shall be maintained in good working order.

**4.6 Roofing**

The roof, including the flashing, fascia, soffit, and cornice shall be maintained in good repair in a weather-tight condition so as to prevent leakage or water into the residential premises.

**4.7 Stairs, Balconies, Porches and Landings**

Stairways, balconies, porches and landings and all required guards and handrails shall be maintained:

- a) In a safe and clean condition;
- b) in good repair, and
- c) free from holes, cracks, excessive wear and warping, and hazardous obstructions.

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**4.8 Elevators**

Every required elevating device in any building used for residential purposes shall be maintained in a safe operational condition at all times.

**4.9 Basements/Crawlspaces**

Basement/crawlspaces shall be maintained in good repair in a dry condition and maintained in a safe condition free from major cracks, breaks or similar conditions which would create an unsafe condition or allow the entrance of water into the basement.

**4.10 Floors**

- a) Floors shall be maintained in a clean condition, reasonably smooth and level and free of loose, warped or decayed boards, depressions, protrusions, deterioration or other defects which may create health, fire or accident hazards.
- b) Where floors are covered, the covering shall be maintained in good repair.
- c) Shower room floors, toilet room and bathroom floors shall be covered with moisture resistant floor finishes and in such condition as to permit easy cleaning.

**4.11 Walls and Ceilings**

Interior walls and ceilings shall be maintained in good repair and free from mould, holes, loose or broken plaster or other defects that may create health, fire or accident hazards.

**4.12 Plumbing and Plumbing Fixtures**

- a) All plumbing, including plumbing fixtures, drains, vents, water pipes, toilets and toilet tanks and connecting lines to the water and sewer system shall be maintained in good repair and working order, free from leaks or other defects and protected from freezing.

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- b) Hot water shall be supplied at a minimum temperature of 45 degrees Celsius (113 degrees Fahrenheit) and a maximum of 60 degrees Celsius (140 degrees Fahrenheit).

**4.13 Gas Appliances and Systems**

- a) All gas systems and appliances shall be maintained in good repair and safe working order.
- b) All systems of appliance venting shall be maintained in good repair and safe working order so as to prevent the creation of health, fire and accident hazards.

**4.14 Heating Systems**

- a) Heating equipment shall be maintained in good repair and safe working condition free from fire and accident hazards, so as to attain and maintain, at all times, every room at a temperature of 22 degrees Celsius (72 degrees Fahrenheit) measured at a point 1.5 metres (5 feet) from the floor and in the centre of the room.
- b) Where heating equipment or part of it or any auxiliary heating system burns solid or liquid fuel, a place or receptacle for the storage of such fuel shall be provided and maintained in good repair and safe condition in a convenient location and so constructed as to be free from fire or accident hazards.

**4.15 Electrical System and Lighting**

- a) Electrical wiring and lighting equipment, including circuits, fuses, circuit breakers, electrical equipment and electrical heating systems shall be maintained in good working order.
- b) Levels of artificial lighting shall be provided and maintained in good repair to the level described in the British Columbia Building Code, as amended from time to time, for that use and occupancy in all “residential property”.

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**4.16 Ventilation**

All required systems of ventilation, mechanical or natural, shall meet the manufacturer's installation requirements and be maintained in good working order.

**4.17 Interior Fire Safety Hazards**

Walls, floors and roof constructions, including fire protective closures, sprinkler systems, including fire alarm and detections systems and other means of fire protection, shall be maintained so that they continue to provide the fire resistive properties and protection for which they were designed.

**PART 5 – OTHER**

**5.1 Offences**

- a) Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention of any of such provisions or who neglects to do or refrains from doing anything required to be done by any of the provisions of the bylaw shall be deemed to be guilty of an offence against this bylaw and is liable to a fine not exceeding \$10,000. Every infraction shall be deemed to be a continuing, new and separate offence, for each day during which the same shall continue.
- b) This bylaw may be enforced by the issuance of a bylaw notice under the Bylaw Notice Enforcement Bylaw No. 2439, 2009.

**5.2 Severability**

If any section paragraph or phrase of this bylaw is for any reason held to be invalid by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this bylaw.

READ a FIRST, SECOND & THIRD time the 17<sup>th</sup> day of November, 2015.

FINALLY CONSIDERED AND ADOPTED the 19<sup>th</sup> day of January, 2016.

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Mayor

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Corporate Officer