



# THE DISTRICT OF NORTH VANCOUVER

## STANDARDS OF MAINTENANCE BYLAW

### BYLAW 6917

Effective Date – March 17, 1997

### CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of the bylaws below. The amending bylaws have been combined with the original bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaw on this subject.

**Original Bylaw**

[Bylaw 6917](#)

**Date of Adoption**

March 17, 1997

**Amending Bylaw**

8308

**Date of Adoption**

June 11, 2018

The bylaw numbers in the margin of this consolidation refer to the bylaws that amended the principal bylaw (Standards of Maintenance Bylaw – Bylaw 6917). The number of any amending bylaw that has been repealed is not referred to in this consolidation.

# THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

## BYLAW 6917

A bylaw to prescribe standards for the maintenance of rental residential premises within the District of North Vancouver pursuant to section 734 (1)(n) of the Municipal Act (RSBC 1979, c.290)

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The Council for The Corporation of the District of North Vancouver enacts the following:

### STANDARDS OF MAINTENANCE BYLAW

(8308)

#### PART 1 - TITLE & INTERPRETATION

##### **Title**

1. This bylaw may be cited as the "STANDARDS OF MAINTENANCE BYLAW".

##### **Interpretation**

2. In this Bylaw,

**"Apartment building"** means any *building* containing three or more *dwelling* units, each having its principal access from a common entrance.

**"Bathing fixture"** means either a bathtub or shower connected to hot and cold running water.

**"Bathing unit"** means a room containing a *bathing fixture*.

**"Bathroom"** means a room containing a toilet, hand basin and bathing fixture, and constructed in a manner which provides privacy for the user.

**"Building"** means any structure used or intended to support or shelter any use or occupancy.

**"Building Inspector"** means any person employed by the municipality to administer and enforce bylaws enacted pursuant to section 8(3)(l) of the *Community Charter* and includes a Property Use Inspector and a Bylaw Enforcement Officer and a Public Health Inspector.

(8308)

**"Cooking facility"** means an appliance in or upon which food may be heated.

**"Community Charter"** means the *Community Charter*, SBC 2003 c.26.

(8308)

**"Dwelling Unit"** means a room or rooms in a *building* used for rental residential accommodation which contains a *cooking facility* and a *bathroom*.

**"Hand basin"** means a plumbing fixture connected to hot and cold running water used for hand washing.

**"Heating system"** means any system for heating the air in the rooms of a rental residential premises and does not include *cooking facility*.

**"Owner"** has the same meaning as in the *Community Charter*.

(8308)

“**Sink**” means a plumbing fixture, connected to hot and cold water and intended for washing dishes and utensils.

## PART 2 - GENERAL MAINTENANCE STANDARDS

### **Structural Maintenance**

3. Buildings shall be maintained in good repair and in a structurally sound condition so as to be capable of sustaining safely its own weight and any additional load to which it may be subjected through normal use.

### **Foundations**

4. Foundation walls and other supporting members shall be maintained in good repair and prevent moisture from entering the building.

### **Exterior Walls and Equipment**

5. Exterior walls, parapet walls, and the components thereof shall be maintained
  - (a) in good repair;
  - (b) weathertight;
  - (c) free from loose or unsecured objects and materials; and
  - (d) protected against deterioration by the application of paint or other weatherproofing material unless constructed of materials inherently resistant to deterioration due to weather.
6. Exterior canopies, marquees, awnings, screens, grills, stairways, fire escapes, pipes, ducts, air conditioners and similar equipment and their attachments, extensions, and supporting members shall be maintained in good repair, safely anchored and protected against deterioration by the application of paint or other weatherproof material, unless constructed of materials inherently resistant to deterioration due to weather.
7. Exterior wall facings, projections, cornices and decorative features shall be maintained in good repair and safely anchored.
8. Air conditioners shall be maintained in good repair and installed in a manner which prevents condensation from draining onto entrance areas, sidewalks or walkways.
9. Mechanical ventilating systems and supporting members shall be maintained in good repair.

### **Exterior Doors and Windows**

10. Exterior doors, windows, skylights, and hatchways shall be maintained in good repair and weathertight.
11. Openings in exterior walls, other than doors and windows, skylights and hatchways, shall be protected to prevent the entry of rodents, insects or vermin.
12. Latching and locking devices on doors and windows shall be maintained in working order.

### **Roofing**

13. Roofs, including fascia, soffits, cornices, flashing, eavestroughs and downspouts shall be maintained in good repair and kept free from leaks and loose or unsecured objects. (8308)
14. Roof water shall be drained to prevent water from spilling onto sidewalks, driveways, stairways or landings and from entering into the *building* or causing soil erosion. (8308)

**Fire Escapes, Stairs, Balconies, Porches, landings**

15. Fire escapes, stairs, balconies, porches and landings in, on or appurtenant to a *building* shall be maintained in good repair and free from obstructions.

**Floors**

16. Floors in basements or cellars shall be maintained in good repair and free of cracks or breaks which allows water to enter the *building*.
17. Floors shall be maintained in good repair and level.
18. Floor coverings shall be maintained in good repair.

**Interior Walls and Ceilings**

19. Interior walls and ceilings shall be maintained in good repair and clean.

**Plumbing**

20. All plumbing, including fixtures and connecting lines to water and sewer systems shall be maintained in good repair, free from leaks and protected from freezing.
21. *Hand basins*, sinks and *bathing fixtures* shall be supplied with an adequate amount of cold running water and hot running water maintained at a temperature of between 49 and 60 degrees Celsius.
22. A room containing a toilet shall also contain a *hand basin* either in the same room or in an adjoining room.
23. A *bathing unit* shall be fully enclosed, contain a dressing area and constructed so as to provide privacy for the occupant.

(8308)

**Gas Appliances & Systems**

24. All gas appliances and gas systems shall be maintained in good repair.

**Heating Systems**

25. A heating system shall be provided, maintained in good repair and capable of providing and maintaining air temperature at 22 degrees Celsius in each room of a *dwelling unit* measured from a point in the centre of a room 1.5 meters above the floor.

(8308)

**Electrical Systems**

26. All electrical wiring, fixtures, circuits, fuses, circuit breakers and all other electrical fixtures and equipment shall be maintained in good repair.

**Lighting and Ventilation**

27. All common or public hallways, stairways, entrances and exits of an *apartment building* shall be provided with artificial lighting and shall be illuminated at all times.
28. Artificial lighting and mechanical or natural ventilation shall be provided for in each room of a *dwelling unit* and maintained in good repair.

(8308)

**Cooking and Refrigeration**

29. All cooking facilities and food storage refrigeration units provided for the use of an occupant shall be maintained in good repair.

(8308)

## PART 3 - LODGING HOUSES

### **Interpretation**

30. In this part

**“Bedding”** includes a mattress cover, sheets, blankets, pillows and pillow cases.

**“Common kitchen”** means one or more rooms, not part of a *dwelling unit*, or a *housekeeping unit* used by lodgers to prepare food.

**“Housekeeping unit”** means a *sleeping unit* containing a *cooking facility* and a sink.

**“Lodging house”** means any *building* containing three or more *units* separately occupied and includes a hotel, motel, *apartment building*, rooming house and boarding house but does not include a single-family residential *building*, a duplex *building*, a self owned apartment or a *building* managed by a strata corporation pursuant to the *Strata Title Act*.

**“Lodging house Operator”** means the *owner* or the person in control of the daily operations and maintenance of a *lodging house*

**“Sanitary facility”** means any toilet, urinal, *bathing unit* or *hand basin*.

**“Sleeping unit”** means one or more rooms used for sleeping and sitting.

**“Unit”** includes a *dwelling unit*, *housekeeping unit* and a *sleeping unit*.

### **Lodging house Standards**

31. A *sleeping unit* shall have at least one room with a floor area not less than 9.3 square meters and be provided with a bed and facilities for storing the occupant’s clothing and personal effects.

32. A *housekeeping unit* shall have at least one room with a floor area not less than 14 square meters and be provided with a sink, a *cooking facility*, a bed, a refrigeration unit providing not less than .056 cubic meters for food storage and facilities for storing the occupant’s clothing and personal effects.

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33. A *lodging house* shall contain

(a) no fewer than one *hand basin* for every three *sleeping units*,

(b) no fewer than one *bathroom* for every five *sleeping units*,

(c) no fewer than one *bathroom* for every three *housekeeping units*,

34. A *sanitary facility* serving more than one *sleeping unit* or *housekeeping unit* shall

(a) be accessible from a common area inside the *building*,

(b) be constructed to ensure privacy of the user,

(c) be capable of having the door or doors locked from the inside only, and

(d) contain a supply of hand soap and toilet paper.

35. A common *kitchen* shall contain a two-compartment sink with drainboards, a *cooking facility* and a refrigeration appliance providing not less than .056 cubic meters of food storage space for each person it is intended to service.

36. Each *housekeeping unit* and each *dwelling unit* shall contain a refrigeration appliance providing not less than .056 cubic meters for food storage for each person occupying a *unit*. (8308)
37. An *owner* or *lodging house operator* shall ensure that
- (a) *bedding* provided in a *unit* in a *lodging house* is cleaned or replaced with clean *bedding* at least once every seven days or, after a tenant vacates and before another tenant occupies the *unit*.
  - (b) furniture in a furnished *unit* is kept clean and in good repair.
  - (c) each *unit* is identified by a different number or letter or combination of both securely affixed and clearly visible outside the entrance to each *unit*.

#### PART 4 - APPLICATION, ENFORCEMENT, OFFENCE & PENALTIES

##### **Application**

38. This bylaw applies to all residential premises which are subject to a “tenancy agreement” as defined in the Residential Tenancy Act.

##### **Enforcement**

39. A *Building Inspector* is authorized to enforce the provisions of this bylaw and may enter at all reasonable times onto any property to ascertain whether the requirements of this bylaw are being or have been met.

##### **Notice to Comply**

40. Where a person fails to comply with the provisions of this bylaw, a *Bylaw Enforcement Officer* may issue a Notice to Comply requiring the person to remedy the violation and fulfil the requirements in the Notice to Comply within the period of time specified in the Notice to Comply. (8308)
41. Subject to section 42, a person who has been issued a Notice to Comply pursuant to section 40 must comply with all of the terms of such Notice within the time period specified. (8308)

##### **Appeal**

42. A person to whom a Notice to Comply has been issued may, by giving notice in writing to the District Clerk at least 72 hours prior to the expiry of the time given in the Notice to Comply to remedy the violation, appeal to the District Council who will hear and determine the appeal by confirming, amending or rescinding the Notice to Comply. (8308)

##### **Default**

43. If the obligations stipulated in a Notice to Comply are not performed by the date specified therein, the District may enter the property and carry out the requirements in the Notice to Comply at the expense of the person defaulting and such costs will constitute a debt due and owing in accordance with section 17 of the *Community Charter*. (8308)

##### **Offences and Penalties**

44. Every person who
- (a) prevents, obstructs or attempts to prevent or obstruct a *Building Inspector*, authorized by this bylaw, from entering onto any property,
  - (b) causes, suffers or permits any act or thing to be done in contravention of or in violation of this bylaw,

(c) violates any provision of this bylaw,

(d) neglects or refrains from doing anything required to be done by any provision of this bylaw,

commits an offence and is liable to a fine of up to \$10,000.00.

(8308)

45. Each day that a violation is permitted to exist constitutes a separate offence.

#### PART 5 - MUNICIPAL TICKETING

##### **Designation of Bylaw**

46. This bylaw is designated pursuant to section 264 of the *Community Charter* as a bylaw that may be enforced by means of a ticket in the form prescribed.

(8308)

##### **Designation of Bylaw Enforcement Officer**

47. *Building Inspectors*, Property Use Inspectors, Bylaw Enforcement Officers and Public Health Officers are designated to enforce this bylaw by means of a ticket pursuant to section 264 of the *Community Charter*.

(8308)

##### **Ticketing**

48. The expressions listed in the Designated Expression column may be used on a ticket to designate an offence against the section number appearing in the corresponding Section column and the fine shall be the amount appearing in the corresponding Fine column.

<u>Section</u>	<u>Designated Expression</u>	<u>Fine</u>
3	Building not structurally sound	\$500.00
4	Foundation not maintained	\$500.00
5(a)	Exterior walls not in good repair	\$500.00
5(b)	Exterior walls not weathertight	\$500.00
5(c)	Exterior walls not free from unsecured objects	\$500.00
5(d)	Exterior walls not protected	\$500.00
6	Exterior equipment not maintained	\$300.00
7	Exterior features not maintained	\$300.00
8	Air conditioner not maintained	\$200.00
9	Ventilating system not maintained	\$300.00
10	Door/window not maintained	\$200.00
11	Unprotected exterior wall opening	\$300.00
12	Latch/lock not maintained	\$200.00
13	Roof not maintained	\$300.00
14	Roof water not drained	\$300.00
15	Stairs/porch/landing not maintained/obstructed	\$300.00
15	Fire escape not maintained/ obstructed	\$500.00
16	Basement floor not maintained	\$300.00
17	Floor not maintained/level	\$300.00
18	Floor covering not maintained	\$200.00
19	Interior wall/ceiling not maintained	\$200.00
20	Plumbing not maintained	\$300.00
21	Hot/cold water not maintained	\$200.00
22	No <i>hand basin</i>	\$200.00
23	Bathing <i>unit</i> not enclosed	\$200.00
24	Gas appliance/system not maintained	\$200.00

25	Heating system not provided/maintained	\$300.00
26	Electrical system not maintained	\$300.00
27	Common area not lighted	\$200.00
28	Lighting/ventilation not provided/maintained	\$200.00
29	Cooking/refrigeration facilities not maintained	\$200.00
31	Sleeping unit standards not maintained	\$200.00
33(a)	Insufficient <i>hand basins</i>	\$200.00
33(b)	Insufficient bathrooms	\$200.00
33(c)	Insufficient bathrooms	\$200.00
34(a)	<i>Sanitary facility</i> not accessible	\$200.00
34(b)	<i>Sanitary facility</i> not private	\$200.00
34(c)	<i>Sanitary facility</i> not lockable	\$200.00
34(d)	<i>Sanitary facility</i> lacking amenities	\$200.00
35	Inadequate common <i>kitchen</i>	\$200.00
36	Inadequate food storage	\$200.00
37(a)	Bedding not maintained	\$200.00
37(b)	Furniture not maintained	\$200.00
37(c)	Unit identification not maintained	\$200.00
41	Fail to comply with Notice to Comply	\$500.00

(8308)