

City of Chilliwack

Bylaw No. 3733

A bylaw to regulate the minimum maintenance and occupancy standards of residential premises within the City of Chilliwack

The Council of the City of Chilliwack in open meeting assembled, enacts as follows:

1. This bylaw may be cited as “**Building Maintenance and Occupancy Standards Bylaw 2010, No. 3733**”.
2. “Building Maintenance and Occupancy Standards Bylaw 2001, No. 2776” and all amendments thereto are hereby repealed.

INTERPRETATION

3. In this Bylaw:

"accessory building" means a building, the use or intended use of which is ancillary to that of the principal building situated on the same site;

"alteration" means a change, repair or modification of the construction or arrangement of any building, for which a permit is required under the “Building Regulation Bylaw 2003, No. 2970”, in force from time to time;

"building" means any structure or construction for any use or occupancy;

"building code" means the *British Columbia Building Code 2006* adopted by the Minister responsible under the *Community Charter*, as amended, replaced or reenacted from time to time;

"Building Inspector" means the chief building official for the City, and every inspector appointed by the City to inspect buildings or structures in respect of building, plumbing, gas, fire or electrical standards;

"dwelling unit" means one or more self-contained rooms provided with sleeping, cooking and sanitary facilities, intended for domestic use, and used or intended to be used permanently or semi-permanently as a residence;

"Electrical Code" means the *B.C. Electrical Code Regulation 2009*, adopted by Section 20 of the Electrical Safety Regulation, B.C. Reg. 100/2004, as amended, replaced or reenacted from time to time;

"hazardous condition" means

- (1) a visible accumulation of mould or fungi on the interior of any building, or

- (2) where air samples indicate a concentration of airborne mould or fungi levels in excess of 150 colony forming units per cubic metre of air in any building, or
- (3) a condition identified as a fire hazard by the Fire Chief that requires mitigation under the *Fire Services Act*;

“*hotel*” includes a hotel, motel, inn, bed and breakfast, pension rooming house or apartment hotel;

“*Inspector*” means:

- (1) the Fire Chief, and every person appointed by Council or the Fire Chief, as applicable, to be an officer or employee of the City’s Fire Department;
- (2) the Building Inspector,
- (3) a peace officer,
- (4) a Bylaw Enforcement Officer,
- (5) the deputy of a person, officer or employee referred in paragraphs (a) to (d),
- (6) other persons designated by Council by name of office or otherwise to act in the place of the persons, officers or employees referred to in paragraphs (a) to (e);

“*mould*” means any mould or fungi, including any genus set out in Schedule “B” to this bylaw;

“*occupier*” includes an owner, a tenant, lessee, agent and any other person who has the right of access to and control of a building, residential premises, or unit in a hotel;

“*operator*” means a person who is responsible for and oversees or controls the operation of a Hotel;

“*owner*” means the person or persons, including a corporation or company, who is the registered owner or lessee of residential premises or hotel, and includes that person’s agent;

“*professional cleaner*” means an individual or corporation experienced and qualified in removing mould from buildings;

“*rental accommodation*” includes a dwelling unit occupied by a tenant pursuant to a tenancy agreement;

“*residential premises*” means any building or part of a building which may be occupied lawfully as a dwelling unit by one or more persons, and includes any building or part of a building being used as rental accommodation;

“*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 exclusive possession of residential premises under a tenancy agreement.

APPLICATION

4. This Bylaw applies to every residential premises and hotel in the City, whether currently occupied or not.

OBLIGATIONS OF OWNER OR OPERATOR

5. Subject to Section 8, the owner of any residential premises in the City shall cause such premises to conform to the standards set out in Schedule “A” to this Bylaw.
6. The owner or operator of any hotel in the City shall cause such premises to conform to the standards set out in Part 4 of Schedule “A” to this Bylaw.
7. The owner of any residential premises and the owner or operator of any hotel in the City shall ensure that such premises do not create or cause a hazardous condition to exist on the premises.

EXEMPTIONS

8. The owner of residential premises, other than rental accommodation, is exempt from the following requirements of Schedule “A” to this Bylaw, provided that the residential premises is otherwise in compliance with the occupancy and maintenance standards as originally required when the premises was constructed and there has been no alteration to the premises since that time:
 - (1) In Part II of Schedule “A”, Sections 2.2, 2.3, 2.4, 2.5, 2.6., 2.7, 2.11, 2.12; and,
 - (2) In Part III of Schedule “A”, Sections 3.8, 3.9, 3.10, and 3.11.

AUTHORITY TO INSPECT

9. An Inspector may enter a residential premises at any reasonable time for the purpose of ascertaining whether the obligations of an owner under this Bylaw is being observed, subject to Section 16 of the *Community Charter*.
10. The owner or occupier of a residential premises shall permit reasonable access by an Inspector to the premises for the purpose of determining whether the obligations of an owner under this Bylaw are being observed.

ORDER TO COMPLY

11. If an Inspector determines that an owner has failed to comply with the obligations set out in Schedule “A” to this Bylaw, the Inspector may serve on the owner an Order to Comply that requires the owner to remedy the contravention, subject to the *Residential Tenancy Act*:

- (1) within 14 days of receipt of the Order to Comply; or,
- (2) within a shorter time period if the Inspector believes the contravention constitutes or creates a hazardous condition.

12. The Inspector may serve the Order to Comply on the owner of the residential premises at the address of the owner shown on the last revised assessment roll, as follows:

- (1) by personal service,
- (2) by registered mail, or
- (3) by regular mail.

13. If an Order to Comply is not served by personal service or by registered mail, it is deemed to have been served on the third day after mailing by the City.

14. Without limiting its scope, if an Inspector detects mould at a residential premises, an order to comply may contain the following:

- (1) an order that the owner retain a professional cleaner to clean and disinfect the residential premises and provide such written proof to the City; and,
- (2) an order that the owner retain an individual or corporation certified by the Canadian Registration of Occupational Hygienists or the American Board of Industrial Hygiene to inspect the premises and provide written certification in the form set out in Schedule “C” to this Bylaw to the Inspector that the premises is substantially free of any mould.

RECONSIDERATION BY COUNCIL

- 15.**
- (1) An owner who has been issued an Order to Comply may request, by written application to Council, reconsideration by Council of the Order to Comply.
 - (2) A request for reconsideration under Section 15(1) must be received by Council no later than 72 hours prior to the expiry of the time given in the Order to Comply to remedy the contravention.
 - (3) Upon request of the owner, Council must give written reasons for a reconsideration decision under Section 15(1).

REMEDICATION BY THE CITY

16. If the obligations set out for an owner in an Order to Comply are not performed by the date set out in the order, the City, by its employees and others may enter the residential premises and perform the obligations at the expense of the owner. The Bylaw Enforcement Officer shall certify all costs incurred by the City in performing any such obligations and the costs constitute a debt due and owing by the owner to the City.

17. Charges incurred by an owner under this Bylaw (including all incidental expenses) remaining unpaid on the 31st day of December in that year shall be added to and form part of the taxes payable in respect of the property as taxes in arrears.
18. No person shall in any way interfere with, resist or willfully obstruct any person authorized to carry out any duty under the provisions of this Bylaw.

OFFENCE AND PENALTY

19. Under Section 264(1)(b) of the *Community Charter*, Bylaw Enforcement Officers of the City are designated to enforce this Bylaw.
20. Every person who violates any provision of this Bylaw, or who allows or permits any act or thing to be done in violation of any provision of this Bylaw, or who neglects to or refrains from doing anything required to be done by any provision of this Bylaw, is guilty of an offence against this Bylaw punishable by a fine not exceeding \$10,000.00.
21. If there is an offence that continues for more than one day, separate fines each not exceeding the maximum fine for that offence, may be imposed for each day or part thereof in respect of which the offence occurs or continues.
22. This Bylaw may be enforced by means of a municipal ticket in the form prescribed for the purpose of Division 3 of Part 8 of the *Community Charter* and in the maximum amount prescribed by the Bylaw Enforcement Ticket Regulation, BC Reg. 425/2003.
23. Pursuant to Sections 264(1)(c) and 265(1)(a) of the *Community Charter*, “Municipal Ticket Information Bylaw 2004, No. 3003”, in force from time to time, designates the offence committed, Bylaw section number and fine amount.
24. Council hereby delegates to Bylaw Enforcement Officers the authority to refer any disputed ticket information under this Bylaw to the Provincial Court.
25. Nothing in this Bylaw limits the City from utilizing any other remedy that would otherwise be available to the City at law, including remedies available through prosecution or civil remedies, including injunction.

SEVERABILITY

26. If any portion of this Bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, then the invalid portion must be severed and the remainder of this Bylaw is deemed to have been adopted without the severed portion.

Received first reading on the 20th day of December, 2010.

Received second reading on the 20th day of December, 2010.

Received third reading on the 20th day of December, 2010.

Reconsidered, finally passed and adopted on the 10th of January 2011.

“Sharon Gaetz”

Mayor

“Karla D. Graham”

Clerk

SCHEDULE “A”

PART 1 – MAINTENANCE OF YARDS AND ACCESSORY BUILDINGS

YARDS

- 1.1 All yards shall permit adequate maintenance and access and shall be kept clean and free from rubbish, debris, heavy undergrowth and noxious weeds, in compliance with “Unsightly Premises Bylaw 1994, No. 2122” and “Weed Control Bylaw 2008, No. 3578”, in force from time to time.

SEWAGE AND DRAINAGE

- 1.2 Surface water drainage shall be provided over the whole area of the parcel such that after a rainfall no standing rainwater remains pooled on the surface of a parcel.
- 1.3 Sewage shall be discharged into a sewerage system in accordance with the standards and specifications set out in “Sanitary Sewer System Regulation Bylaw 2010, No. 3702”, in force from time to time.

WALKS, DRIVEWAYS AND STEPS

- 1.4 There shall be a surfaced walk leading from every dwelling unit to the street or to a surfaced driveway that connects to the street.
- 1.5 Steps, walks, driveways, parking spaces and similar areas of a parcel shall be maintained to afford safe passage under normal use and weather conditions.

FENCES

- 1.6 Fences, barriers and retaining walls shall be kept in good repair, and free from accident hazards.

ACCESSORY BUILDINGS

- 1.7 Accessory buildings shall be kept in good repair and free from hazards that may affect health or cause fires or accidents.

GARBAGE DISPOSAL

- 1.8 All garbage, rubbish and other debris from a dwelling unit shall be promptly stored in receptacles acceptable to the City and made available for removal in accordance with City enactments.

GARAGES, CARPORTS AND PARKING AREAS

- 1.9 Arrangements for car parking shall be made in conformity with City enactments.

PART 2 – MAINTENANCE OF RESIDENTIAL PREMISES

PEST PREVENTION

- 2.1 An owner shall ensure that residential premises are kept free of rodents, vermin, and insects at all times, and appropriate extermination measures shall be taken as necessary.

MOULD

- 2.2 An owner shall not cause or allow residential premises to become subject to the growth of mould or fungus.

DAMPNESS

- 2.3 The interior floors, ceilings and walls of residential premises shall be kept free from dampness arising from the entrance of moisture through an exterior wall or roof, or through a cellar, basement or crawl space floor.

STRUCTURAL SOUNDNESS

- 2.4 Structural components of a residential premises shall be free from serious deterioration, loose jointing, sagging or bulging and shall be capable of sustaining safely the weight of the dwelling unit and any load to which it may be normally subjected.

FOUNDATIONS

- 2.5 Foundations of residential premises shall be maintained in good repair to prevent the entry of moisture or water into the basement or crawl space. Foundations shall be free of cracks and leaks and defective mortar joints or masonry. In case of a foundation settlement, heaving or similar problems, a report and recommendation as to corrective action may be required from appropriate authorities competent in such matters.

BASEMENTS AND UNHEATED CRAWL SPACES

- 2.6 Every basement, cellar, crawl space and similar space shall be adequately ventilated to the outside air and adequately drained.

ENCLOSED SPACE ADDRESS: ACCESS AND VENTING

- 2.7 An access opening of at least 500mm by 900mm shall be provided, when required, to attics, crawl spaces and other enclosed spaces. Where mechanical equipment is enclosed, the access opening shall be sufficiently large to permit the removal and replacement of the equipment. Enclosed attic, roof and crawl spaces shall be vented to the exterior.

EXTERIOR WALLS

- 2.8 Exterior walls and their components shall be maintained to prevent their deterioration due to weather or insects. All exterior walls shall have cladding or covering free of holes, cracks, or excessively worn surfaces, to prevent the entry of moisture into the structure and provide reasonable durability.

ROOFS

- 2.9 A roof including the fascia board, soffit, cornice and flashing shall be maintained in a watertight condition so as to prevent leakage of water into the building.
- 2.10 Roofs shall be kept free from loose or unsecured objects and materials and unused sign structures or antennae.

INSULATION

- 2.11 With respect to sound insulation, the provisions of the *Building Code* will be observed as closely as practicable to a level acceptable by the Building Inspector.
- 2.12 With respect to thermal insulation, the insulation requirements of the *Building Code* shall be complied with where necessary and practicable.

FLOORS

- 2.13 Every floor shall be reasonably level and smooth and maintained in good condition.

INTERIOR WALLS AND CEILINGS

- 2.14 Every wall and ceiling finish shall be maintained in a clean condition, free from holes, loose coverings or other defects which that increase the spread of fire.
- 2.15 Where fire separation walls exist between separate dwelling units, they shall be maintained in a condition such that they are, at all times, operational for the purpose for which they were designed.

WINDOWS

- 2.16 Existing windows and frames shall be maintained in sound condition, shall be weathertight and shall operate satisfactorily to provide light and ventilation.
- 2.17 Maintenance of windows as referred to in Section 2.16 may include painting, refitting, repairing or replacing damaged, decayed or deteriorated window sashes, window frames and casings.

DOORS

- 2.18 Existing doors and frames shall be in sound condition and operate satisfactorily. At least one entrance door in every dwelling unit shall be capable of being locked from both inside and outside. All exterior doors shall be weather-stripped, or have an appropriate combination storm and screen door suitable for all-year use.

FIREPLACES, FUEL BURNING EQUIPMENT AND CHIMNEYS

- 2.19 All fireplaces, fuel burning equipment and chimneys shall be maintained in a safe efficient condition.

FIRE ESCAPES, STAIRS, BALCONIES AND PORCHES

- 2.20 All fire escapes, porches, balconies, landings, stairs and ancillary balustrades or handrails shall be maintained in a safe and clean condition.

PART 3 – STANDARDS OF FITNESS FOR OCCUPANCY

PLUMBING

- 3.1 All plumbing, pipes and fixtures shall be in sound condition and with proper care serviceable for the expected useful life of the building. All water pipes and appurtenances thereto shall be protected from freezing. The plumbing system shall provide satisfactory hot and cold water supply, drainage, venting and operation of fixtures. Every water heater shall have sufficient capacity to provide an adequate supply of hot water at all times in all parts of every dwelling unit or shared facility.

TOILET AND BATHROOM FACILITIES

- 3.2 Every self-contained dwelling unit shall be provided with at least one water closet, wash basin, and bathtub or shower, connected to a piped water supply and an acceptable means of sewage disposal.
- 3.3 Where a toilet or bathroom is shared by the occupants of a residential premises, other than self-contained dwelling units, an entrance shall be provided from a common passageway, hallway, corridor or other common space. The number of toilets or bathrooms provided and maintained shall be related to the number of occupants sharing the facility in accordance with the *Building Code, Section 7, Health Requirements*.
- 3.4 All bathrooms and toilet rooms shall be located within and accessible from within the dwelling unit and shall be fully enclosed and have a lockable door to provide privacy. Where practicable, a wash basin shall be located in the same room as the toilet.

KITCHEN FACILITIES

- 3.5 Every dwelling unit shall contain a kitchen area equipped with at least one sink, served with hot and cold running water, storage facilities and a counter top work area. Space shall be provided for a stove and refrigerator.
- 3.6 Where a kitchen is shared by the occupants of residential premises, other than dwelling units, an entrance shall be provided from a common passageway, hallway, corridor or other common space. The number of kitchens required shall be related to the number of occupants sharing the facility in accordance with the *Building Code, Section 7, Health Requirements*.

HEATING SYSTEMS

- 3.7 All residential accommodation shall be equipped with suitable heating facilities capable of maintaining an indoor temperature of at least 19 degrees Celsius. Where buildings contain two or more dwelling units, fuel fired heating appliances shall be located, enclosed, or separated from the remainder of the building in conformity with the *Building Code*.

ELECTRICAL SERVICES

- 3.8 Electrical facilities complying with the requirements of the *Electrical Code* shall be provided for all residential premises. Existing wiring and electrical equipment shall be in good, serviceable and safe condition, as originally required by the *Electrical Code*.

LIGHT AND VENTILATION

- 3.9 The standard of lighting and ventilation shall be maintained as originally required by the *Building Code*. All public halls and stairways in buildings containing two or more dwelling units shall be illuminated, so as to provide safe passage in accordance with Provincial requirements.

MINIMUM ROOM AND SPACE DIMENSIONS

- 3.10 Areas, dimensions and heights of rooms and other space within existing dwelling units shall be generally as required by the *Building Code*. Where a room area or dimension is below that required in the Code by less than 10%, such room shall normally be considered suitable for the intended purpose.

CLOSETS

- 3.11 Space shall be provided for clothes and linen storage.

GENERAL STORAGE

- 3.12 General storage facilities shall be provided. For residential accommodation, other than self-contained dwelling units, storage facilities may be in the form of communal general storage.

GARBAGE AND REFUSE

- 3.13 Where garbage and refuse storage rooms and chutes are provided, they shall be maintained as originally required under the *Building Code* and maintained in a clean and sanitary condition.

FIRE PROTECTION

- 3.14 All means of fire protection, including fire protective closures, sprinkler systems and fire alarm and detection systems, shall be maintained in a manner such that they are, at all times, operational for the purposes for which they were designed.
- 3.15 Any fire separations that are used in a residential premises must meet the requirements of the *Building Code*.

SHARED FACILITIES

- 3.16 Where a building contains more than one dwelling unit and heating, storage, refuse disposal and/or other facilities are shared, the design and construction of shared facilities shall be maintained as originally required by the *Building Code*.

PART 4 – MAINTENANCE STANDARDS FOR HOTELS

WALLS AND CEILINGS

- 4.1 The surfaces of interior walls and ceilings in a hotel shall be maintained in a clean and sanitary condition.

SANITARY FACILITIES

- 4.2 Sanitary facilities in a hotel shall be maintained in a clean and sanitary condition and their walls and ceilings with a smooth surface reasonably impervious to water or chipping and cracking.
- 4.3 Any sanitary facilities serving more than one sleeping unit, housekeeping unit or housekeeping room, accessibility from a public hallway shall be maintained and locking mechanisms on the inside shall be maintained.

KITCHEN

- 4.4 If a hotel provides kitchen facilities, the sink, cooking facility and food storage shall be maintained in a safe and healthy working order.

LINENS

- 4.5 Except where specifically agreed to be provided by the occupier, every owner or operator of a hotel shall provide bedding, mattresses, mattress covers and towels in a clean and sanitary condition.

FURNISHINGS

- 4.6 Except where it is specifically agreed to be provided by the occupier, every owner or operator of a hotel who provides furnished accommodation shall maintain such furnishings in a clean and reasonable condition of repair and maintenance.

VENTILATION

- 4.7 An owner or operator of a hotel shall provide, in respect of each sleeping unit, natural or mechanical ventilation systems that prevent airborne health hazards.

HEATING

- 4.8 An owner or operator of a hotel shall equip each sleeping unit with a heating system that maintains an indoor air temperature of not less than 18 degrees Celsius in the unit.

PEST PREVENTION

4.9 Every hotel shall be kept free of rodents, vermin, and insects at all times, and appropriate extermination measures shall be taken as necessary.

MOULD

4.10 An owner or operator of a hotel shall not cause or allow the hotel to become subject the growth of mould or fungus.

GARBAGE

4.11 An owner or operator of a hotel shall ensure that there is daily garbage pickup from an occupied unit, unless the occupier communicates to the owner or operator that the occupier requires this service less frequently.

SCHEDULE “B”

MOULDS

The following moulds are prescribed for the purposes of Section 2.2 of Schedule “A” to this Bylaw:

Alternaria
Ascospore group
Basidiospore group
Bipolaris/Drechslera group
Botrytis
Chaetomium
Cladosporium
Coprinus
Curvularia
Epicoccum
Fusarium
Ganoderma
Nigrospora
Penicillium/Aspergillus group
Pithomyces
Rust group
Scopulariopsis
Smut, Periconia, Myxomycete
Stachybotrys chartarum
Stemphylium
Torula
Ulocladium
Zygomycetes group

SCHEDULE “C”
CERTIFICATION FORM

TO:	The City of Chilliwack
FROM:	
RE:	Residential premises located at _____
This is to certify that in accordance with “Building Maintenance and Occupancy Standards Bylaw 2010, No 3733”, in force from time to time, the professional identified in this certification:	
(1)	Meets the certification requirements for an Inspector under Section 37 of the Bylaw; and ,
(2)	Has completed an inspection of the residential premises on _____; and,
(3)	The residential premises are substantially free of any moulds or fungi, in accordance with United States Standard S-500.
The undersigned professional may be contacted at:[insert business telephone number].	
CERTIFIED AS OF _____ [insert date]	

Authorized Representative	