

The Corporation of the City of Port Colborne

By-law No. \_\_\_\_\_

Being a By-law to provide for the licensing, regulating and governing of Lodging Houses.

**WHEREAS** section 151 of the Municipal Act, R.S.O. 1990, c. M.45, as amended, provides that the Council of a local Municipality may pass by-laws for licensing, regulating and governing any business carried on within the Municipality.

**AND WHEREAS** on the following dates, the City held open houses and public meetings with respect to the licensing proposal: **(add dates)**

**AND WHEREAS** Council of the Corporation of City of Port Colborne approved Report **(add report and date)** recommending the adoption of a by-law to provide for the licensing and regulation of Lodging Houses within the City of Port Colborne.

**AND WHEREAS** the Council of the Corporation of City of Port Colborne deems it desirable and expedient to license, regulate and govern Lodging Houses.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF CITY OF PORT COLBORNE ENACTS AS FOLLOWS:**

**DEFINITIONS:**

1. In this by-law

“Applicant” means a Person applying for a licence under this by-law;

“Assistance in daily activities” means assistance with activities that allow individuals to live independently in their community, such as cleaning and maintaining a house, managing money, preparing or provision of meals, shopping for groceries and other necessities, using the telephone or other form of communication, taking prescription drugs, or transportation.

“Clerk” means the Clerk for The Corporation of City of Port Colborne;

“Council” means the Council of The Corporation of City of Port Colborne;

“Guardian of the Person” means the Guardian of the Person or attorney for Personal care who is responsible for decisions regarding the Tenant’s Personal care, including health care, pursuant to the *Substitute Decisions Act*, 1992, S.O. 1992, c. 30, as amended;

“Guardian of Property” means the attorney for property or statutory or court-appointed Guardian of Property who is managing the property of the Tenant pursuant to the *Substitute Decisions Act*, 1992, S.O. 1992, c. 30, as amended;

“Health and Support Worker” means a Person who provides services or assistance to a Tenant in order to improve the Tenant’s health and social condition and who is not a Health Care Professional;

“Health Care Professional” means a Person who is a member of a College that is governed by a health profession act included in Schedule 1 of the *Regulated Health Professions Act*, 1991, c.18, as amended;

“Inspector” means the Medical Officer of Health, the Fire Chief of the Municipality, the Chief Building Official of the Municipality, & a Municipal Law Enforcement Officer or their respective designate.

“Landlord” includes,

- (a) the Owner of a Rental Unit or any other Person who permits occupancy of a Rental Unit, other than a Tenant who occupies a Rental Unit in a residential complex, and who permits another Person to also occupy the unit or any part of the unit,
- (b) the heirs, assigns, Personal Representatives and successors in title of a Person referred to in clause (a), and
- (c) a Person, other than a Tenant occupying a Rental Unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a Landlord under a tenancy agreement or this Act, including the right to collect rent;

“Licensee” means a Person who holds a valid licence issued under the provisions of this by-law;

“Lodging House” means a building or portion thereof in which Persons are provided living accommodation in separate Rental Units which do not have both sanitary and food preparation facilities for the exclusive use of individual Tenants, and in which Tenants may be provided with meals or other Assistance in daily activities by another Person or Persons, who receives remuneration to provide this assistance, but does not include a tourist establishment or hotel or a hospital, long term care home, nursing home, retirement home, or group home if the institution is licensed, approved or serviced under any provincial statute;

“Medical Officer of Health” means the Medical Officer of Health for the Regional Municipality of Niagara, a designate, or a Person acting under a direction given by the Medical Officer of Health for the Regional Municipality of Niagara;

“Medications” means Medications prescribed or approved by a Health Care Professional or over-the-counter Medications approved by the Tenant’s Guardian of the Person or attorney for Personal care pursuant to the *Substitute Decisions Act*, 1992, S.O. 1992, c. 30;

“Municipality” means The Corporation of City of Port Colborne;

“Municipal Law Enforcement Officer” means a Person appointed by The Corporation of City of Port Colborne to enforce its by-laws and the laws of the Province of Ontario;

“Operator” means an Owner or another Person who has responsibility for carrying out the business of the Lodging House, including but not limited to financial responsibility for accounts payable and receivable and the management of any employees of the Lodging House.;

“Order” means a compliance order issued under section \* of the By-law;

“Owner” means a Person who alone or with others has the right to any freehold or other estate in the lands of a Lodging House or to possess or occupy a Lodging House or actually does possess or occupy a Lodging House, other than a Tenant;

“Person” includes, where the context permits, any legal entity;

“Receipt” means an individual Receipt or accounting of an expenditure. The Receipt may be an accounting of the expenditures after a certain point of time (i.e. Monthly) or at the time of each expenditure;

“Rental Unit” means a unit that consists of self-contained living accommodation in a Lodging House that is used, or intended to be used as a residence;

“Representative” of a Tenant means the Guardian of the Person or Guardian of Property for the Tenant, as the context requires, or, if the Tenant does not have a Guardian of the Person or Guardian of Property, the Person the Tenant has authorized in writing to assist the Tenant with specific activities or services;

“Sanitary Facilities” means a room containing the following: a toilet, a wash basin, and a bathtub or shower;

“Tenant” includes a Person who pays rent or provides services in lieu of paying rent, in return for the right to occupy a Rental Unit;

“Trust Accounts” means any account (group or individualized) or internal holding system (cash box or safe) where funds held by the Operator on behalf of the Tenant(s) are kept. This includes situations where the Operator receives deposits

from the Tenant or Guardian of Property for a Tenant and the Tenant withdraws the funds. Money that is provided by a Tenant to the Operator as a rent deposit (last month's rent) for their accommodation is not a trust account;

"Vital Services" includes electricity, heat, fuel, gas, or water (hot and cold).

## **SHORT TITLE**

2. This By-law shall be known as the "Lodging House Licensing By-law".

## **PROHIBITION**

3. Every Owner of a Lodging House shall procure and maintain in good standing a licence from the City authorizing him or her to carry on or engage in the business of owning a Lodging House.
4.
  - (a) No Person shall carry on or engage in the business set out in section 3 within the boundaries of the Municipality unless he or she has a valid licence issued under this by-law permitting him or her to do so.
  - (b) No Person shall fail to comply with a term or condition of a licence issued under this By-law.
  - (c) No Person shall fail to comply with an Order issued under this By-law
  - (d) No Person shall provide false or misleading information to the City when applying for a licence under this By-law, renewing a licence or at any other time.
5. A licence issued under this by-law is not transferable to another Person or another Lodging House.
6. The requirement of obtaining a licence under this by-law is in addition to and not in substitution for any other requirement to obtain a licence or licenses or other regulatory approval under any other federal, provincial or municipal regulation, and obtaining a license under this by-law does not remove any obligations to comply with other applicable law or standards.
7. Subject to section 12, every Licensee and Applicant, respectively, shall, within four business days of any change occurring in any of the information submitted to the Municipality by the Licensee and Applicant in support of the issuance of a license , notify the Clerk in writing of such change, and provide full written disclosure to the Clerk of all relevant information existing after such change.

8. It shall be a condition of every licence that the Licensee shall comply with the provisions of this by-law in operating the business and ensure such compliance by every other Person involved in the operation of such business.

## **EXEMPTION**

9. Notwithstanding any other provision of this By-law to the contrary, a licence to carry on a Lodging House business is not required in any Lodging House with fewer than 3 Tenants.

## **ADMINISTRATION**

10. The power and authority to issue and renew a licence, refuse to issue and refuse to renew a licence, to cancel, to impose terms and conditions including special conditions on a licence are hereby delegated to the Clerk.
11. The Clerk shall generally perform all of the administrative functions conferred upon him or her by this By-law and without limitation may:
  - (a) Receive and process all applications for licences and renewal of licences under this By-law;
  - (b) Issue licences in accordance with the provisions of this By-law;
  - (c) Impose terms and conditions on licences in accordance with this By-law; and,
  - (d) Refuse to issue or renew a licence or revoke or suspend a licence in accordance with this By-law.

## **APPLICATION FOR LICENCE**

12. Every Applicant seeking to obtain a licence to carry on a Lodging House business shall attend the office of the Clerk and provide:
  - (a) a completed application in the form required by the Municipality which shall include:
    - (i) the municipal address and legal description of the Lodging House;
    - (ii) the name, municipal address, telephone number and email address of each Owner;
    - (iii) evidence of Ownership of the property to the satisfaction of the Clerk;
    - (iv) proof of insurance that:
      - a. Includes a limit of liability of not less than \$2 million for property damage and liability;
      - b. Identifies the use as a Lodging House;

- (v) a sworn statement by each Owner certifying the accuracy, truthfulness and completeness of the Application
  - (b) the fee prescribed in Schedule "A"; and
- 13. Each Lodging House shall be individually licensed to carry on the business of the Lodging House business.
- 14. In the case of a Lodging House owned or operated by a partnership, attendance shall be made by one of the partners, who shall file the application package on behalf of every other partner.
- 15. In the case of a Lodging House owned or operated by a corporation, attendance shall be made by an officer of the corporation who shall file the application package on behalf of the corporation which shall include the following documentation:
  - (a) a certified copy of the corporation's letters of incorporation or other incorporating documents;
  - (b) a certified copy of the most recent filing by the corporation with the Ministry of Government & Consumer Services listing all directors and officers and the address of the head office of the corporation;
  - (c) a resolution of the directors of the corporation authorizing the application for a licence; and
  - (d) the name and address of every Person having responsibility for the management of the Lodging House business of the Applicant.
- 16. A licence issued under this By-law to carry on a Lodging House business expires two (2) years from the date of issuance, unless suspended or revoked.
- 17. A renewal application must be filed at least sixty (60) days prior to a current licence expiring.
- 18. (1) Every Person applying for the renewal of a licence shall submit a renewal application package in the form required by the Municipality to the Clerk by ordinary mail without the necessity of attending at the office of the Clerk.
- (2) Notwithstanding Section 18(1) above, the Clerk may require an Owner to comply with Section 12, where, in the opinion of the Clerk, the renewal application in respect of the Lodging House is substantially different than the original application.

19. (1) Every Licensee shall report in writing to the Clerk particulars of any pending change in Ownership of the Lodging House business or control of the corporation that owns the Lodging House business at least thirty days prior to such change taking effect. The change in ownership shall trigger a new application, and the prospective Owner or controlling shareholder shall file an application for a licence in accordance with section 12..
- (2) Upon Receipt of the information required to be filed by subsection (1), the Clerk shall circulate and review notice of the change in Ownership or control in accordance with the provisions of this By-law and shall on completion of the required circulation and review, notify in writing, the Licencee, and the prospective Owners, as the case may be of:
  - (a) the approval of the license; or
  - (b) the failure of the Applicant to satisfy the requirements of this By-law, with the details of the deficiencies in the application.

#### **APPLICATION PROCEDURES**

20. (1) Upon the receipt of a complete application, the Clerk shall undertake the following:
  - (a) the Clerk shall circulate the application to the Planning department of the Municipality for determination of compliance with the Zoning By-law #6575/30/18 as amended, and for comments and objections, if any, to the application;
  - (b) the Clerk shall circulate the application to the Medical Officer of Health, the Fire Chief of the Municipality and the Planning department of the Municipality for their comments and objections, if any, with respect to the application; and
  - (c) the Clerk shall determine if all inspections and approvals of the Medical Officer of Health, the Fire Chief of the Municipality and the Building Division of the Municipality, if any are required, have been completed and all lawful requirements satisfied.
- (2) Every Applicant shall:
  - (a) ensure that all inspections are completed annually and every lawful requirement of the Medical Officer of Health, the Fire Chief of the

Municipality and the Building Division of the Municipality has been complied with; and

- (b) ensure that any relevant objections or adverse comments relating to the application, if any, by the Medical Officer of Health, the Fire Chief of the Municipality and the Building Division of the Municipality are addressed satisfactorily within the timeline requested by the Inspector.

## **ISSUANCE, RENEWAL AND REFUSAL OF A LICENCE**

21. (1) Upon completion of the investigations and searches set out in section 20, the Clerk shall issue or renew a licence, provided that:
- (a) the provisions of the licence applied for have been complied with;
  - (b) the Applicant has not been convicted of an offence under this or any other by-law relating to licences;
  - (c) no objection is received from any of the agencies to which the application was circulated;
  - (d) the Clerk reasonably believes that the issuing of the licence for the Lodging House is in the public interest;
  - (e) the Applicant does not owe any fine or fee to the City in respect of the Lodging House; and
  - (c) each Applicant is eighteen (18) years of age or older.
- (2) The Clerk may impose conditions to a licence upon issuance as the Clerk determines are appropriate. A licensee who is dissatisfied with conditions imposed may appeal to Council in accordance with the process set out below.
22. (1) In the event that the Clerk does not issue the licence, or in the event that the Clerk issues a licence with conditions, the Clerk shall notify the Applicant of the Clerk's decision by sending the Applicant a Notice of Refusal or Notice of Imposition of Conditions, within seven (7) days of making the decision.
- (2) The Clerk, in delivering any notice under subsection (1), shall give reasons for the decision.



23. (1) Subject to subsection (2), an Applicant or Licensee who receives a notice under section 22(1) may, upon written request, have the matter heard by Council, and the Clerk shall place the matter on a Council agenda for consideration by Council.
- (2) A request referred to in subsection (1) must be filed with the Clerk in writing, within ten days of the delivery of the notice to the Applicant or Licensee.
24. The Licensee shall be given a notice of hearing, and the Licensee shall be entitled to attend the hearing and adduce evidence and make submissions either personally or through a Representative, in accordance with law, including the procedures of Council.
25. (1) The Council shall, in accordance with applicable law, hear the matter and shall:
- (a) grant the licence to the Applicant;
  - (b) refuse to grant the licence to the Applicant; or
  - (c) grant the licence and impose conditions on the licence at the time it is granted;
- Council's decision shall be final.
- (2) Council shall give its reasons, in writing, for any decision made under clauses (1)(b) or 1(c).
- (3) Council may notify any licensing authority or Person, as it considers appropriate, if any action is taken under this section of the by-law.
26. No Person licensed to carry on business under this by-law shall advertise or promote or carry on such business under any name other than the name endorsed upon the licence.
27. Every Licensee shall keep the licence issued in respect of the Lodging House exposed in a conspicuous place in the interior of the said premises at all times during the currency of the licence.

## **LISTS, FILES, AND RECORDS**

28. (1) Every Licensee shall maintain a list of current Tenants in the Lodging House.
- (2) The list referred to in subsection (1) shall contain the first and last names of the Tenants in alphabetical order, and the date of the start of tenancy.

29. Every Licensee shall maintain a separate file for each Tenant, stating the following particulars of each Tenant: name; date of start of tenancy; date of end of tenancy, if any; the name, address and telephone number of the Tenant's emergency contact and Health Care Professional contact; nutritional needs and preferences; allergies; and the particulars of each occurrence listed in section 17 involving the Tenant in the Lodging House.
30. Every Licensee shall maintain a record for each Tenant of the following occurrences:
- (a) death of the Tenant in the Lodging House that resulted from any accident;
  - (b) assaults caused by or directed to the Tenant in the Lodging House;
  - (c) injuries caused by or directed to the Tenant in the Lodging House;
  - (d) harassment caused by or directed to the Tenant in the Lodging House;
- and shall keep this record in the file referred to in section 28 for each Tenant.

## **GENERAL REGULATIONS - BUILDING AND FACILITIES**

### **Hazards and Cleanliness of Common Areas**

31. Every Licensee shall ensure the Lodging House, including any Rental Units in it, are kept in a good state of repair and fit for human habitation in accordance with the *Residential Tenancies Act*, 2006, S.O. 2007, c. 17, as amended and are free from hazards in accordance with the Ontario Fire Code and property standards.
32. Every Licensee shall ensure that the physical structure provides resistance to insect and vermin ingress in accordance with the Building Code Act and the Municipality's By-laws.
33. Every Licensee shall ensure that the common areas of the Lodging House available for the use of Tenants, including, including furniture, appliances, furnishings, parking and related facilities, laundry facilities, elevator facilities, common recreational facilities and garbage facilities are maintained in a clean and hazard free manner.

### **Food Preparation and Service Areas**

34. Every Licensee shall ensure that all areas where food is prepared, processed, packaged, served, transported, manufactured, stored and handled comply with the

### **Dining Rooms**

35. Every Licensee shall provide a common dining room or rooms in the Lodging House with a minimum aggregate floor area of 1.85 square metres per Rental Unit, but in no case shall the minimum floor area be less than the minimum requirements for dining rooms prescribed by the Ontario Building Code.

### **Sitting Room**

36. (1) Every Licensee shall provide a common sitting room or rooms in the Lodging House with a minimum aggregate floor area of 1.39 square metres per Rental Unit, but in no case shall the minimum floor area be less than the minimum requirements for sitting rooms prescribed by the Ontario Building Code.
- (2) The sitting room required by subsection (1) may be located in the dining room, provided that all Tenants dine at the same time and, if so located, shall be regulated by section 22 of this by-law.

### **Sanitary Facilities**

37. Every Licensee shall provide Sanitary Facilities that are not adjacent to, or open directly into, any dining room, kitchen, food preparation or food storage room.
38. Every Licensee shall provide at least 1 sanitary facility for every five Tenants, but in no case shall the number of Sanitary Facilities be less than the minimum requirements of the building code.
39. Every Licensee shall ensure that there is provided at all times an adequate supply of clean towels for each resident, and other customary toilet supplies, and that access to and use of all Sanitary Facilities is provided without extra charge.

### **Rental Units**

40. (a) Each Rental Unit shall have an area of not less than 7 square meters per Person, but in no case shall the minimum floor area be less than the minimum requirements for private dwelling areas prescribed in the Ontario Building Code.
- (b) Where the Rental Unit is used on the basis of double occupancy, the Rental Unit, shall have an area of not less than 4.6 square meters per Person, but in no case shall the minimum floor area be less than the minimum requirements for private dwelling areas prescribed in the Ontario Building Code Act.

(c) Every Licensee shall ensure that every Rental Unit complies with the City's Property Standards By-law.

### **Safety and Security of Rental Units**

41. The Licensee shall provide for the safety and security of Rental Units in accordance with the Residential Tenancies Act, including ensuring that:
  - (a) Every window and exterior door that is capable of being opened and that is accessible from outside a Rental Unit shall be equipped so that it can be secured from the inside,
  - (b) At least one entrance door in a Rental Unit shall be capable of being locked from outside the Rental Unit.
  - (c) The Tenant is provided a key to any locks used to secure the Rental Unit.
42. Every Licensee shall ensure that the entrance door to a Rental Unit is capable of being secured by the Tenant.

### **TENANCY AGREEMENTS**

43. A Licensee shall comply with all requirements of the Residential Tenancies Act regarding Rental Units, including any rooms within the Lodging House used or intended for use as residential premises.
44. Persons residing in a Rental Unit used or intended for use as residential premises, as defined in the *Residential Tenancies Act*, shall be considered Tenants under the *Residential Tenancies Act*.
45. The Licensee shall provide each Tenant with a tenancy agreement in accordance with the *Residential Tenancies Act*.
46. Where the Licensee agrees to provide a Tenant with Assistance in daily activities of living, the tenancy agreement shall clearly indicate separately the amount of rent, any services to be provided by the Licensee, and the cost for any services provided.
47. Relocation of a Tenant shall constitute the termination of a tenancy, and shall be conducted in accordance with the requirements for termination of a tenancy in the Residential Tenancies Act.
48. Every Licensee shall ensure that a copy of this by-law is given to every Tenant, and their Representative, where applicable.

## **ACCESS TO SERVICES**

49. Every Licensee shall ensure the provision of Vital Services in accordance with the Residential Tenancies Act.

## **ACCESS TO MEDICAL SERVICES**

50.

- (a) No Licensee shall withhold or interfere with the provision of any medical, health or care service, or interfere with a Tenant obtaining medical, health or care services of a Tenant's choice.
- (b) No Licensee shall harass, obstruct, coerce, threaten or interfere with a Tenant contrary to the provisions of the Residential Tenancies Act.
- (c) No Licensee shall obstruct a Health Care Professional or health care support worker from providing care services to a Tenant at the Lodging House.

## **GUESTS**

51. (a) No Licensee shall interfere with the reasonable enjoyment of the Lodging House by a Tenant in respect of guests in accordance with the Residential Tenancies Act;
- (b) No Licensee shall:
- (i) Restrict, harass, obstruct, coerce, threaten or interfere with short-term visitors or non-frequent guests;
  - (ii) Impose visiting hours;
  - (iii) Require the Tenant to notify the Operator of guests and to receive permission beforehand; or
  - (iv) charge Tenants additional fees or raise rents for short term visitors or non-frequent guests.
52. Each Tenant shall be responsible for the actions of their guests in accordance with the *Residential Tenancies Act*, including any damage, harassment, intimidation, committing of illegal acts by a guest or interference of a guest with another Tenant's right to reasonable and quiet enjoyment.

## **CLEANING**

53. Unless otherwise stated in the tenancy agreement, the cleanliness of a Tenant's Rental Unit shall be the responsibility of the Tenant in accordance with the Residential Tenancies Act.
54. If a tenancy agreement identifies the cleanliness of a Tenant's Rental Unit to be the responsibility of the Licensee, the Licensee shall ensure the Rental Unit is cleaned as stipulated within the tenancy agreement and at least once per week while respecting the scheduling preferences of the Tenant as much as possible.

## **NUTRITION**

55. Where a tenancy agreement identifies the provision of a meal or meals to be the responsibility of the Licensee, the Licensee shall ensure that,
- (a) if the Licensee is the sole provider of the Tenant's meals, the Tenant is offered at least three meals per day at reasonable and regular meal hours, a beverage between the morning and midday meals, a snack and a beverage between the midday and evening meals and a snack and a beverage after the evening meal;
  - (b) menus are consistent with standards of *Canada's Food Guide for Healthy Eating*;
  - (c) an individualized menu is developed for the Tenant if the Tenant's needs cannot be met through the Lodging House's menu cycle;
  - (d) the Tenant is informed of his or her daily and weekly menu options with menus posted in a publicly accessible location;
  - (e) the Tenant is given sufficient time to eat at his or her own pace, and is accommodated if they are unable to eat during a regular meal period;
  - (f) food service workers and staff assisting the Tenant are aware of the Tenant's diet, special needs and preferences; and
  - (g) staff monitor the Tenant during meals as required.

## **PRESCRIPTION DRUGS**

56. (1) Every Licensee shall ensure that there are written policies and procedures for employees for the distribution of Medications to Tenants, which policies and procedures are in accordance with current professional practices and provincial regulations for medication distribution.

(2) Lodging House employees shall not administer medication unless permitted to do so under the *Regulated Health Professions Act*.

(3) Every Licensee and every employee shall strictly adhere to the policies and procedures set out in subsections (1) and (2).

## **TENANT REPRESENTATIVES**

57. No Licensee or any of its Operators or employees shall act as Guardian of Property or Guardian of the Person for a Tenant.

## **TRUST ACCOUNTS**

58. If a Tenant or Representative requests that a Licensee hold money on behalf of the Tenant, the Licensee shall

- (a) deposit those funds into a trust account opened and maintained for that purpose, and
- (b) provide a Receipt for each transaction, and
- (c) provide records of the trust account transactions and balance to the Tenant or the Representative.

59. A Licensee shall ensure that easily understandable records are maintained in respect of the trust account showing opening and closing balances and make those records available for inspection by the Tenant or the Tenant's Representative without charge.

60. If the Licensee is required to provide money from the trust account or statements regarding the trust account to the Tenant or their Representative on an 'upon request' basis, the Licensee shall ensure that the request is fulfilled within two business days for day to day transactions and within 60 calendar days in respect of the closure of a trust account.

## **DOCUMENTATION OF COMPLAINTS**

61. Every Licensee shall keep a record of each complaint submitted to the Licensee or his or her staff by a Tenant or Guardian for Property or Guardian of the Person, provided the complaint pertains to a matter regulated by this by-law or other applicable legislation.

62. Records of complaints shall be in a form satisfactory to the Clerk, and shall include, where applicable:

- (1) the date and time the complaint is received;

- (2) the name and telephone number of the complainant or their Representative, if provided;
  - (3) the name of any employee(s) identified in the complaint;
  - (4) the name of the reviewer of the complaint;
  - (5) the details of the complaint;
  - (6) the action taken in response to the complaint; and
  - (7) the date and time the complainant is notified of the action taken.
63. The Licensee shall report any complaint concerning the safety of a Tenant immediately to the Clerk, and shall:
- 64.
- (a) retain complaint records for at least three years; and
  - (b) make complaint records available to the Clerk or an Inspector upon request.
- FORMAL COMPLAINT PROCESS**
65. Every Licensee shall post in a conspicuous place within the Lodging House, the municipal complaints hotline telephone number.
66. Any Person who has reason to believe that a Licensee has failed to comply with this by-law or an order issued under this by-law or a condition of a licence may make a complaint on the complaints hotline.
67. The identity of a complainant will not be shared with Licensee or the Operator of the Lodging House about which the complaint was made.
68. Complaints submitted to the complaints hotline will be submitted to a Compliance Officer.

### **Compliance Officers**

69. (1) The Clerk may designate one or more Persons as Compliance Officers for the purposes of this By-law.
- (2) A Compliance Officer has all of the powers of an Inspector.
  - (3) A Compliance Officer shall:
    - (a) review complaints received under this section to determine whether an investigation of the complaint is necessary, and for that purpose may
      - (i) make inquiries;



- (ii) enlist expertise relevant to the complaint; and,
  - (iii) take any other action the Compliance Officer considers appropriate in the circumstances, including, without limitation, attempting to resolve the complaint through mediation or conciliation and notifying the Clerk of an offence under this by-law, and
- (b) refer the complaint to an Inspector if the Compliance Officer determines that an investigation of the complaint is necessary.
- (4) A Compliance Officer may refuse to refer a complaint to an Inspector if,
  - (a) the Compliance Officer considers the complaint to be frivolous or vexatious, or
  - (b) the Compliance Officer has resolved the complaint under subsection (3)(a)(iii).
- (5) A Compliance Officer shall inform the complainant, if the identity of the complainant is known, and any other Person the Compliance Officer considers appropriate of a decision made under subsections (3) or (4).

## **Inspections**

- 70. Before a licence is issued under this By-law, an Applicant shall authorize, in writing, as a condition of the licence, the inspection of the Lodging House by an Inspector.
- 71. The Clerk or an Inspector may require a Licensee to produce the licence, records or other documents for the purpose of determining whether such Person is validly licensed under this by-law, or whether this by-law is being contravened.
- 72. (1) Subject to subsection (2), an Inspector may, for the purposes of ensuring compliance with this by-law, an Order issued under this by-law or a condition of a licence:
  - (a) at any reasonable hour enter the property upon which the Lodging House is situated or the Lodging House for the purposes of an inspection;
  - (b) require the production of any relevant books, records or other documents in respect of the Lodging House and examine them, make copies of them or remove them temporarily for the purpose of making copies;
  - (c) inspect and take samples of any material, food or equipment being used in the Lodging House;

- (d) perform tests, take photographs or make recordings in respect of the Lodging House; and,
  - (e) interview the Operator of the Lodging House with respect to matters relevant to the inspection.
- (2) An Inspector may enter the Rental Unit of a Tenant only with the permission of the Tenant or the Tenant's Representative.
- (3) An Inspector may interview employees and Tenants of the Lodging House, friends or relatives of Tenants, Representatives of Tenants and any other Person who may have information relevant to the inspection.
- (4) When an Inspector removes any books, records or other documents under subsection (1)(b), the Inspector shall:
- (a) give a Receipt for those items to the Person from whom those items were taken, and
  - (b) forthwith return the items to the Person from whom they were taken when they have served the purposes for which they were taken.
- (5) When an Inspector takes samples of any material, food or equipment under subsection (1)(c), the Inspector shall:
- (a) give a Receipt for those items to the Person from whom those items were taken, and
  - (b) on that Person's request, return those items to that Person when those items have served the purposes for which they were taken.
- (6) A Licensee or Operator shall provide on request the list, file, and record of Tenant names and information referred to in sections 28 to 30 to an Inspector.
- (7) No Person shall obstruct or hinder an Inspector in the exercise of his or her duties under this By-law.
- (8) The Inspector shall inform the Licensee, every Operator and the Clerk of the results of an inspection of the Lodging House.

## **Orders**

72. (1) Where, an Inspector is of the opinion that this By-law or a condition of a licence is not being complied with, the Inspector may in writing order the Licensee to take the measures specified to address the contravention within the time limits specified in the Order.

- (2) Every order issued under this section shall be delivered personally to the Licensee or sent by first class prepaid mail to the Licencee's last known address and shall be posted in a prominent place in the Lodging House.
  - (3) Every Order shall contain the reasons for its issuance.
  - (4) An Order served on a Licensee under this section must inform the Licensee of the right to appeal the Order to the Municipality's Property Standards Appeal Committee as outlined in the Municipality's Property Standards By-law section XX. An appeal of an Order shall follow the process set out in section 74 below with the necessary modifications.
73. In any case where an Order may result in the loss of housing for one or more Tenants:
- (a) the Inspector shall notify Niagara Region Community Services of any potential loss of housing; and
  - (b) Niagara Region Community Services will support Tenants through housing loss, including as appropriate the provision of:
    - (i) information about available emergency housing and related supports,
    - (ii) access to emergency housing and related supports.

## **SUSPENSION, REVOCATION AND CONDITIONS**

74. The Clerk may, at any time during the term of a licence:
- (a) suspend any licence;
  - (b) revoke any licence; or
  - (c) impose conditions on any licence issued pursuant to this by-law.
- The Clerk shall issue written reasons for its exercise of a power under this section and shall advise the Licencee of its right to appeal the decision of the Clerk to Council.
75. Where a Licencee advises the Clerk of its intention to appeal to Council, the Clerk shall schedule the hearing for the next regularly scheduled meeting. Council shall conduct a hearing, and the Licensee shall be entitled to attend the hearing and adduce evidence and make submissions either Personally or through a Representative, in accordance with law, including the procedures of Council.

76. (1) The Council shall, in accordance with applicable law, hear the matter and shall:
- (a) confirm the decision to suspend or revoke the Licence; or
  - (b) reinstate the licence with or without conditions, as the case may be,
- Council's decision shall be final.
- (2) Council shall give its reasons, in writing, for any decision made under clause (1)(a).
77. (1) The following are the grounds upon which a licence may be revoked or suspended, or upon which conditions to an existing licence may be imposed:
- (a) that the Applicant, Licensee, any partner, officer, or director of the Applicant or Licensee, any employee or agent of the Applicant or Licensee, has not complied with or satisfied any requirement of this By-law.
  - (b) that the conduct of the Applicant, Licensee, any partner, officer, or director of the Applicant or Licensee, any employee or agent of the Applicant or Licensee, affords reasonable grounds for belief that they, or any of them, have not or will not carry on the trade, calling, business or occupation in accordance with the law or with honesty and integrity;
  - (c) that the Licensee has breached any condition of the licence;
  - (d) that the Licensee has been convicted of contravening any provision or provisions of this by-law; or
  - (e) that the Licensee or Applicant has furnished any false, misleading or incomplete information to the Clerk, or failed to provide all information and documents required to be provided to the Clerk under this by-law, including any changes to such information or documents within four (4) days of their occurrence.
- (2) The Clerk of Council, as the case may be, in making any decision referred to in subsection (1), shall give written reasons for such decision.
78. Council may notify any licensing authority or Person, as it considers appropriate, if any action is taken under this section.

79. If a licence is revoked, the former Licensee is entitled to a refund of that part of the licence fee proportionate to the unexpired part of the term for which it is granted.

## **FEES**

80. Fees for the licence shall be paid as prescribed in Schedule "A".
81. Each application or renewal for a licence must be accompanied by the fees prescribed.
82. Where a licence is not issued to an Applicant, the fee paid by the Applicant shall be returned to the Applicant less the non-refundable processing fee, if any, as set out in Schedule "A".

## **NOTICES**

83. Any notice required by this by-law to be given to an Applicant or to a Licensee may be given,
- (a) by mailing a copy of the notice by pre-paid ordinary post to the residence address of the Applicant or Licensee, as the case may be, listed on the most recent application for a licence;
  - (b) by delivering a copy of the notice Personally to the Applicant or the Licensee;
84. Any notice served by pre-paid ordinary post in accordance with section 67 shall be deemed to have been received by the Applicant or Licensee on the fourth day following mailing.

## **OFFENCES AND PENALTIES**

85. (1) Every Person who contravenes this by-law, and every director or officer of a corporation who concurs in such contravention by the corporation, is guilty of an offence and on conviction is liable to a fine of not more than \$100,000, pursuant to subsection 425 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, as may be amended from time to time.
- (2) Where a Corporation is convicted of an offence to this By-law, the maximum fine that may be imposed on the Corporation is \$100,000, pursuant to subsection 425 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, as may be amended from time to time.

## **CONFLICTS**

86. In the event of any conflict between the provisions of this by-law and any other general or special by-law, the more restrictive provision shall apply.

### **SEVERABILITY**

87. If any provision of this By-law or the application thereof shall to any extent be invalid or unenforceable, the remainder of this By-law and/or the application of such term to circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term of this By-law shall be separately valid and enforceable to the fullest extent of the law.

### **ENACTMENT**

88. Schedule "A" shall form part of this By-law
89. By-law No. 4323/159/02 is repealed.
90. This By-law shall come into force and effect on \*\*

*Passed this [DATE].*