

Being a By-law to further amend Licensing By-law 120-2005 to provide for the licensing, regulating and governing of the business of residential rental units in specific areas of the City of Oshawa.

WHEREAS:

1. Council of The Corporation of the City of Oshawa considers it desirable and necessary to license, regulate and govern the business of residential rental units in certain areas of the City for social well-being, for the health, safety and well-being of persons and for the protection of persons and property.

NOW THEREFORE the Council of The Corporation of the City of Oshawa enacts as follows:

1. Section 2 of By-law 120-2005, as amended, ("Licensing By-law") is further amended by adding each of the following definitions:
 - (a) "Bedroom" means a room or area within a Rental Unit used, designed, equipped or intended for sleeping;
 - (b) "Building" means any structure consisting of a roof supported by walls or columns which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals, goods, chattels or equipment and includes a carport;
 - (c) "Director" means the City's Director, Municipal Law Enforcement and Licensing Services;
 - (d) "Gross Floor Area - Residential" means the area of a floor, measured to the inside of all outside walls enclosing any floor or part of a floor that complies with all applicable law for the shelter, accommodation or enclosure of persons, above which is a clear height of at least two (2) metres and excluding the area of any garage, porch, veranda, sun room or stairwell.
 - (e) "Landlord" includes:
 - i) each owner of a Rental Unit;
 - ii) each person who permits occupancy of a Rental Unit; and
 - iii) the heirs, assigns, personal representatives and successors in title of a person referred to in clauses i) and ii);

- (f) "Lot" means a parcel of land which is:
 - i) shown as a lot or block on a registered plan of subdivision; or
 - ii) described in a single Transfer/Deed of Land of legal effect registered in the Land Registry Office or the Land Titles Office for the Land Registry Division of Durham;
 - (g) "Rent" includes the amount of any consideration paid or required to be paid or given by or on behalf of a Tenant to a Landlord or the Landlord's agent for the right to occupy a Rental Unit and for any privilege, accommodation or thing that the Landlord provides for the Tenant in respect of the occupancy of the Rental Unit;
 - (h) "Rental Area" means each Lot that abuts or is accessed from any of the roads or parts of roads specified in section 9 of Schedule "K" to this Licensing By-law as depicted in the sketch in section 10 of Schedule "K" to this Licensing By-law provided that in the event of any conflict between the said sections 9 and 10, the said section 9 shall prevail.
 - (i) "Rental Property" includes each Building containing a Rental Unit and the Lot on which the Rental Unit is situate;
 - (j) "Rental Unit" means a Building or part of a Building
 - i) consisting of one or more rooms;
 - ii) containing toilet and cooking facilities; and
 - iii) designed for use as a single housekeeping establishment;
 - (k) "Tenant" includes a person who pays Rent in return for the right to occupy a Rental Unit and includes the person's heirs, assigns (including subtenants) and personal representatives.
2. Section 2 of the Licensing By-law is further amended by deleting the definition, "Clerk".
 3. Section 17 of the Licensing By-law is amended by adding the following paragraph:
 - (b.1) The obligations imposed by this By-law are in addition to obligations otherwise imposed by law or by contract.
 4. The Licensing By-law and each of its schedules are further amended by deleting each reference to the terms, "Clerk" and "City Clerk", and by substituting therefor the term, "Director".

5. Schedule "A" to the Licensing By-law is ³ further amended by adding after the row, "Refreshment Vehicle", the following row:

Rental Unit in a Rental Area	\$250 per annum	see Schedule "K"
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6. The Licensing By-law is further amended by adding Schedule "A" to this By-law as Schedule "K" to the Licensing By-law.
7. The General Fees and Charges By-law 13-2003, as amended, is further amended by adding to its Schedule "A" within the table entitled, "Licensing – Annual Fee Unless Otherwise Noted", the following row:

Rental Unit in a Rental Area	\$250
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8. This By-law shall be effective May 30, 2008.

By-law passed this nineteenth day of February, 2008.

Schedule "K" to By-law 120-2005

1. Subject to section 2 of this Schedule, this Schedule applies to the Rental Area.
2. This Schedule does not apply to
 - (a) a "housing project" as that term is defined in the Social Housing Reform Act, 2000, S.O. 2000, c. 27; or to
 - (b) a Rental Unit that is occupied by all owners of the Rental Unit as their sole residence and in which no more than two (2) Bedrooms are occupied by Tenants.

Licence Application

3. In addition to other requirements of the Licensing By-law, the Director may refuse to accept an application for a licence unless the application is submitted on forms approved by the Director and includes, for each Rental Unit, the following:
 - (a) the name, municipal address, telephone number of each Landlord;
 - (b) the municipal address and legal description of the Rental Unit;
 - (c) if a Landlord is a corporation, the name, address and telephone number of each director, officer and shareholder;
 - (d) if a Landlord is a partnership, the name address and telephone number of each partner;
 - (e) the number of Bedrooms;
 - (f) a statement by each Landlord certifying the accuracy, truthfulness and completeness of the application; and
 - (g) each Landlord's signature or of any duly authorized Landlord's agents that would bind the Landlord.
4. In addition to other requirements of the Licensing By-law, the Director may refuse to accept an application for a licence that is not accompanied by the following in respect of each Rental Unit:
 - (a) a copy of the transfer/deed evidencing a Landlord's ownership;

- (b) if a Landlord is a corporation, a copy of
 - i) the Landlord's articles of incorporation; and
 - ii) a corporation profile report issued by the Ontario Ministry of Consumer and Business Services;
- (c) a floor plan of the Rental Unit, including, for each room, its dimensions and its proposed use;
- (d) a maintenance plan identifying measures that the Landlord will implement for the purpose of complying with the City's Lot Maintenance By-law 127-2007;
- (e) a parking plan that complies with the City's Zoning By-law 60-94, as amended, and that shows the location and dimensions of all parking spaces for vehicles on the Rental Property;
- (f) Proof of placement of insurance that:
 - i) includes a limit of liability of not less than \$2,000,000.00 (two million dollars) per occurrence for property damage and bodily injury;
 - ii) identifies the proposed use as residential rental; and that
 - iii) requires that the Director be notified of any intended cancellation by the insurer no fewer than fifteen (15) days prior to such cancellation;
- (g) a statement from or on behalf of the City's Fire Chief confirming that the Rental Property and its proposed use comply with the Fire Protection and Prevention Act, 1997 (Ontario) and its regulations;
- (h) a certificate issued by the Electrical Safety Authority confirming that the Rental Property and its proposed use comply with the Electrical Safety Code, O.Reg. 164/99;
- (i) a statement from or on behalf of the City's Chief Building Official confirming that the Rental Property and its proposed use comply with the Building Code Act, 1992 (Ontario) and its regulations;
- (j) proof of payment of any fine or fee owed to the City by any Landlord respecting any Rental Property; and
- (k) payment of the licence fee.

5. In addition to other requirements of the Licensing By-law, the Director may refuse to accept an application for a licence where any of the documents required by clause 4(b)ii), and by paragraphs 4(f), 4(g), 4(h) and 4(i) of this Schedule was issued prior to the sixtieth(60th) day preceding the date on which the application is submitted.

Licence Issuance

6. Each licence shall include the following:
- (a) the licence number;
 - (b) a sketch that depicts the location of each Bedroom;
 - (c) the name, address and telephone number of each Landlord;
 - (d) where a Landlord is a corporation, the name, address and telephone number of each director and each officer of the Landlord; and
 - (e) where a Landlord is a partnership, the name, address and telephone number of each partner.

Licence Conditions

7. In addition to other requirements of the Licensing By-law, no Landlord shall permit Rent to be collected except for a Rental Unit in respect of which a licence has been issued pursuant to this Licensing By-law and except pursuant to the following conditions, each of which is a condition as a requirement of continuing to hold the licence:
- (a) subject to paragraphs 7(b) and 7(c) of this Schedule, the number of Bedrooms in the Rental Unit does not exceed four (4);
 - (b) for the period ending February 11, 2011, the number of Bedrooms in a Rental Unit on a Lot that abuts Dalhousie Crescent or Concordia Court does not exceed six (6);
 - (c) for the period ending February 11, 2010, the number of Bedrooms in a Rental Unit on a Lot that abuts McGill Court does not exceed six (6);
 - (d) no more than 40% of the Rental Unit's Gross Floor Area - Residential below the average elevation of the finished surface of the ground where it meets the exterior of the Building may be comprised of Bedrooms provided that each such Bedroom must have been constructed in accordance with and must comply with all applicable law;

- (e) no room within the Rental Unit is ⁷ used as a Bedroom except a Bedroom depicted in the licence;
- (f) no more than 40% of the Gross Floor Area – Residential of the Rental Unit's ground floor may be comprised of Bedrooms;
- (g) each Tenant is a party to a written tenancy agreement with a Landlord;
- (h) a Landlord does not directly or indirectly require or cause a Tenant to refuse to consent to lawful entry and inspection of a Rental Unit for the purpose of determining compliance with the Licensing By-law;
- (i) a Landlord notifies the Director in writing within two (2) days of any change to any information provided pursuant to sections 3 and 4 of this Schedule;
- (j) a legible copy of the licence is posted and maintained prominently and visibly within one (1) metre of the interior of the Rental Unit's main entrance door.
- (k) a Landlord maintains insurance respecting the Rental Unit that:
 - i) includes a limit of liability of not less than \$2,000,000.00 (two million dollars) per occurrence for property damage and bodily injury;
 - ii) identifies the use as residential rental; and that
 - iii) requires that the Director be notified of any intended cancellation by the insurer no fewer than fifteen (15) days prior to such cancellation;
- (l) the Landlord and the Rental Property comply with all applicable law including
 - i) the Health Protection and Promotion Act (Ontario) and its regulations;
 - ii) the Fire Protection and Prevention Act, 1997 (Ontario) and its regulations;
 - iii) the Electrical Safety Code, O.Reg. 164/99;
 - iv) the Building Code Act, 1992 (Ontario) and its regulations;
 - v) the City's Zoning By-law 60-94, as amended;
 - vi) the City's Property Standards By-law 1-2002, as amended; and
 - vii) the City's Lot Maintenance By-law 127-2007;
- (m) no fine, administrative penalty or fee is owed to the City by any Landlord;

- (n) the Landlord and the Rental Property comply with the maintenance plan submitted pursuant to paragraph 4(d) of this Schedule; and
- (o) no vehicle may be stopped or parked on any part of the Rental Property except within a parking space identified on the parking plan submitted pursuant to paragraph 4(e) of this Schedule.

Right to be Heard

- 8. Notwithstanding anything in this By-law to the contrary, where a Landlord appeals against or requests a review of a decision concerning a licence related to this Schedule, no decision in the appeal or review shall be made unless each Owner of a Lot situate within thirty (30) metres of the Rental Property the subject of the appeal or review has been given no fewer than seven (7) days' notice of the hearing of the appeal or review and has been given an opportunity to be heard at the hearing of the appeal or review which hearing shall be open to the public.

Rental Area

- 9. Following are the roads or parts of roads for the purpose of defining Rental Area in section 2 of the Licensing By-law:
 - (a) Avalon Ct.
 - (b) Avalon St.
 - (c) Birchview Dr.
 - (d) Bishop Ct.
 - (e) Bovin Ave.
 - (f) Bridle Rd.
 - (g) Britannia Ave.
 - (h) Canadore Cres.
 - (i) Carswell Ave.
 - (j) Clearwater Ct.
 - (k) Coldstream Dr. from its intersection with Ritson Rd. N. to its intersection with Wilson Rd. N.
 - (l) Concordia Ct.
 - (m) Conestoga Ct.
 - (n) Conlin Rd. E., south side, from its intersection with Ritson Rd. N. easterly to its intersection with Wilson Rd. N.
 - (o) Conlin Rd. W., south side, from its intersection with Simcoe St. N. westerly to its intersection with Oshawa Creek.
 - (p) Dalhousie Cres.

- (q) Eastwood Ave. N.
- (r) Eclipse Pl.
- (s) Edenwood Ct.
- (t) Edenwood Dr.
- (u) Elmwood Ct.
- (v) Erindale Cres.
- (w) Flagstone Ct.
- (x) Glovers Rd.
- (y) Greenhill Ave. from its intersection with Ormond Dr. to its intersection with Wilson Rd. N.
- (z) Hackett Pl.
- (aa) Herbert Ave.
- (bb) Kedron St.
- (cc) Largo Cres.
- (dd) Maine St.
- (ee) Manor Dr.
- (ff) McGill Ct.
- (gg) Meadow St.
- (hh) Minsky Gate
- (ii) Minsky Pl.
- (jj) Niagara Dr.
- (kk) Norland Circle
- (ll) Norland Gate
- (mm) Northern Dancer Dr.
- (nn) Norwill Cres.
- (oo) Ormond Dr. from its intersection with Glovers Rd. to its intersection with Ritson Rd. N.
- (pp) Pilgrim Gate
- (qq) Pilgrim Lane
- (rr) Pilgrim Square
- (ss) Pindar Cres.
- (tt) Radcliffe Dr.
- (uu) Raike Dr.
- (vv) Ritson Rd. N. from its intersection with Ormond Dr. to its intersection with Coldstream Dr.
- (ww) Ritson Rd. N., from its intersection with Conlin Rd. E. to its intersection with Britannia Ave.
- (xx) Rockcreek Dr.
- (yy) Ryerson Cres.
- (zz) Samac Ct.
- (aaa) Samac Trail
- (bbb) Sandalwood Ct.
- (ccc) Sarasota Cres.
- (ddd) Sarasota St.
- (eee) Scottscraig Dr.
- (fff) Secretariat Ave.

- (ggg) Secretariat Pl.
- (hhh) Selleck Lane
- (iii) Sheridan St.
- (jjj) Simcoe St. N., east side, from the northern limit of the property known municipally as 1379 Simcoe St. N. to its intersection with the part of Oshawa Creek south of Niagara Dr.
- (kkk) Simcoe St. N., from the northerly limit of that part described in the preceding paragraph 9(jjj) to the southerly limit of that part described in the following paragraph 9(III).
- (III) Simcoe St. N., east side, from its intersection with Conlin Rd. to its intersection with Britannia Ave.
- (mmm) Solar Pl.
- (nnn) Stornoway St.
- (ooo) Sunview Lane
- (ppp) Tampa Cres.
- (qqq) Taylorwood Ct.
- (rrr) Taylorwood Rd.
- (sss) Travail Ave.
- (ttt) Valewood Ct.
- (uuu) Walreg Dr.
- (vvv) Whitestone Ct.
- (www) Wilson Rd. N. from its intersection with Coldstream Dr. to its intersection with Greenhill Ave.
- (xxx) Winlord Pl.
- (yyy) Woodbine Ave.
- (zzz) Woodbine Pl.
- (aaaa) Woodgate Ct.
- (bbbb) Woodgate Trail
- (cccc) Woodmount Cres.
- (dddd) Woodmount Dr.

10. Following is the sketch for the purpose of depicting Rental Area as defined in section 2 of the Licensing By-law:

