

BY-LAW NO. 2020 - X

A by-law of the City of Ottawa respecting the management of residential rental properties.

The Council of the City of Ottawa enacts as follows:

DEFINITIONS

1. In this by-law:

“Accessibility for Ontarians with Disabilities Act” means the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, as amended, and includes any regulations passed under it;

“apartment building” means a structure other than a townhouse or rowhouse that contains multiple rental units and is three or more storeys in height or contains 10 or more rental units;

“by-law officer” means a person appointed by Council to enforce the provisions of this by-law and who may be referred to as an officer, inspector or municipal law enforcement officer;

“Condominium Act, 1998” means the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended, and includes any regulations passed under it;

“electronic text” means a Short Message Service (SMS) or email service, but does not include social media services or device applications that require a specific operating system or a paid subscription to access;

“landlord” means the owner or operator of any rental unit as defined in Section 2 of the Residential Tenancies Act, 2006;

“Long-Term Care Homes Act, 2007” means the *Long-Term Care Homes Act, 2007*, SO 2007, c. 8, as amended, and includes any regulations passed under it;

“Municipal Act, 2001” means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, and includes any regulations passed under it;

“Municipal Freedom of Information and Protection of Privacy Act” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, and includes any regulations passed under it;

“Ontario Co-operative Corporations Act” means the *Co-operative Corporations Act*, RSO 1990, c. C.35, as amended, and includes any regulations passed under it;

“Ontario Human Rights Code” means the *Human Rights Code*, R.S.O. 1990, c. H.19, as amended, and includes any regulations passed under it;

“property manager” means any individual or corporation that serves as an agent to a landlord for the purposes of managing rental properties;

“rental unit” means any living accommodation used or intended for use as rented residential premises, as defined in Section 2 of the *Residential Tenancies Act, 2006*;

“Residential Tenancies Act, 2006” means the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17, as amended, and includes any regulations passed under it;

“Retirement Homes Act, 2010” means the *Retirement Homes Act, 2010*, S.O. 2010, c. 11, as amended, and includes any regulations passed under it;

“social housing” means non-profit rental housing or co-operative housing funded in whole or in part by a legally prescribed government program;

“storey” means the portion of a building between the top surface of a floor and the top surface of the next floor above it but does not include mezzanines, parking structures or basements that do not contain rental units;

“tenant” means a person who pays rent in return for the right to occupy a rental unit, as defined in Section 2 of the *Residential Tenancies Act, 2006*;

“tenant service request” means any communication from a tenant to a landlord or property manager for the purpose of identifying and rectifying concerns regarding their rental unit, building or property; and

“vital services” include:

- i. hot or cold water;
- ii. electricity;
- iii. fuel for heating appliances, where this responsibility has not been assigned

to the tenant through the lease agreement; and

- iv. heat, as prescribed in section 4(1) of *Ontario Regulation 516/06* passed under the Residential Tenancies Act, 2006.

INTERPRETATION

- 2. (1) In this by-law:

- i. person may refer to a natural person or corporation;
- ii. a word interpreted in the singular number has a corresponding meaning when used in the plural;
- iii. the reference to a day in this by-law shall mean a calendar day, unless the by-law specifically indicates otherwise; and
- iv. headings are for reference only and shall not affect the construction or interpretation of this by-law.

- (2) The provisions of the by-law are severable. If any provision, Section or word is held to be invalid or illegal, such invalidity or illegality shall not affect or impair any of the remaining provisions, Sections or words.

- (3) Where notice is sent by registered mail pursuant to this by-law, the date of service is deemed to be two (2) business days following the date of mailing to any address within the City of Ottawa and five (5) business days for addresses in any other jurisdiction.

CAPITAL MAINTENANCE PLAN

- 3. (1) No owner of an apartment building shall fail to have and maintain a capital maintenance plan.

- (2) For the purposes of subsection (1), the capital elements to be listed in a capital maintenance plan shall include where applicable:

- (a) accessibility features and equipment;
- (b) building-wide electrical distribution systems;
- (c) plumbing;
- (d) fire escapes;
- (e) elevators;
- (f) mechanical systems;
- (g) roofs;

- (h) exterior cladding;
 - (i) balconies and balcony railings; and
 - (j) parking structures.
- (3) For any of the capital elements listed in subsection (2), the capital maintenance plan shall:
- (a) identify the capital element;
 - (b) record the date of last inspection;
 - (c) describe the condition, including any deficiencies, witnessed during the last inspection; and
 - (d) describe any required remedial action, such as refurbishment or planned replacement, and the anticipated time period during which this action will occur.

4. Notwithstanding subsection 3(1), any person who becomes owner of an apartment building shall have a period of three (3) months to develop a capital maintenance plan for that property, effective from the date of a transfer in title.

5. No owner of an apartment building shall fail to submit a copy of a capital maintenance plan to a by-law officer when requested.

TENANT SERVICE REQUESTS

6. No landlord shall fail to have a procedure for managing tenant service requests.

7. (1) For the purposes of Section 6, the procedure for managing tenant service requests must include each of the following elements:

- (a) a means of receiving written, verbal, and electronic text requests for service from tenants;
- (b) a means of maintaining a record of all tenant service requests, to include:
 - i. the date and time the tenant service request was made;
 - ii. the address to which the tenant service request relates, including unit number where applicable;
 - iii. the contact information provided by the tenant;

- iv. a description of the issue, as reported by the tenant;
 - v. an evaluation of the urgency of the tenant service request, as detailed in subsection 7(1)(c);
 - vi. a record of actions taken to address the tenant service request;
 - vii. a record of the outcome of the tenant service request; and
 - viii. the date and method by which the tenant was notified of the resolution of their tenant service request;
- (c) a procedure and criteria to assess incoming service requests and identify urgent issues as prescribed in Section 11; and
 - (d) a procedure to check if the tenant has registered a need for special assistance on the special assistance registry, as prescribed in section 20.

8. A tenant service request shall be directed to the landlord or property manager in the manner prescribed in the information for tenants provided by the landlord or property manager pursuant to Section 14, paragraph (b).

9. No landlord or property manager shall fail to provide a record of a tenant service request to a by-law officer when requested.

Urgent Service Requests

10. No landlord or property manager shall fail to respond to an urgent tenant service request within 24 hours of receiving such request.

11. For the purposes of Section 10, issues that constitute an urgent tenant service request include:

- (a) a loss or interruption of vital services;
- (b) security concerns with the rental unit, building, or property;
- (c) problems with accessibility features and equipment; and
- (d) any issue that can reasonably be expected to make a unit uninhabitable.

Non-Urgent Service Requests

12. No landlord or property manager shall fail to respond to a non-urgent tenant

service request within seven (7) days.

INFORMATION FOR TENANTS

13. No landlord or property manager shall fail to provide information for tenants in writing to a tenant of a rental unit.
14. For the purpose of Section 13, information for tenants must include:
 - (a) the name, mailing address, telephone number, and at least one electronic text method of communication for the landlord or property manager of premises;
 - (b) instructions for submitting a tenant service request, including:
 - i. instructions for how tenants may follow up on previously submitted tenant service requests; and
 - ii. instruction on how tenants may report unresolved issues to the City of Ottawa;
 - (c) information for fire safety, including:
 - i. the location of any fire safety equipment in the dwelling unit; and
 - ii. the following statement:

“Hundreds of Ottawa families are affected by preventable fires each year. Tenants are encouraged to review fire safety information at ottawa.ca. Please contact us to report any fire safety concerns immediately. Tenants may also report non-emergency fire safety issues to Ottawa Fire Service at 613-580-2424 ext. 15371 or FirePrevention@ottawa.ca.”
 - (d) information regarding property maintenance, including a schedule for cleaning and maintenance tasks to be undertaken by the landlord, such as cleaning of interior and exterior common areas, snow clearing or lawn care;
 - (e) information regarding on-site waste management, including:
 - i. identifying who is responsible for placing items for curbside

- collection, including the removal of empty collection containers, where applicable;
- ii. the location and use of onsite waste storage areas;
 - iii. any site-specific instructions concerning disposal of household waste, recycling, compostable waste, yard waste, large items, and hazardous or prohibited materials; and,
 - iv. where the tenant is responsible for curbside collection:
 - a. the collection schedule; and,
 - b. how to acquire replacement blue, black or green bins for the rental unit;
- (f) information regarding parking, including:
- i. assignment of a designated parking space or spaces for the rental unit, where applicable;
 - ii. instructions for on-site guest parking, where applicable;
 - iii. where onsite parking control is provided by a Private Parking Enforcement Agency, the contact information for the agency;
 - iv. where either tenant or guest parking is not provided on site, instruction to review on-street parking information available on the City of Ottawa website;
- (g) instructions for how to register for special assistance as prescribed in Section 25 of this by-law;
- (h) the following statement:
- “These instructions are for information only. This document is not considered a lease or contract and may not supersede or conflict with your lease or your rights under the Residential Tenancies Act, 2006.”; and
- (i) a signature block for the tenant to acknowledge receipt of the document, including printed name, signature and the date of signature.

15. Information for tenants shall not:
 - (a) contradict any provisions of the Residential Tenancies Act, 2006; or
 - (b) supersede or contradict any provisions of a signed lease agreement.
16. (1) Two copies of information for tenants shall be provided with the lease agreement:
 - (a) one (1) copy must be provided to the tenant; and,
 - (b) one (1) copy must be signed by the tenant as an acknowledgement of receipt and retained by the landlord with the lease agreement.
- (2) When information for tenants are modified, a landlord or property manager shall:
 - (a) issue a revised copy to the tenant;
 - (b) collect the revised copy signed by the tenant within 30 days of the date of issuance; and
 - (c) replace the copy kept on file with the revised signed copy.
- (3) Where a tenant refuses to sign acknowledgement of receipt of information for tenants, a receipt for registered mail or courier service may be appended by the landlord or property manager to the file copy of the document as proof of issuance to the tenant.
17. (1) When a property manager is listed as the point of contact in the information for tenants, the property manager is required to maintain current contact information for the property owner.
- (2) No property manager shall fail to provide contact information for the property owner to a by-law officer when requested.
18. When the contact information prescribed in subsection 14(a) is no longer valid, no landlord or property manager shall fail to provide tenants with new contact information no later than 24 hours following the change in information.
19. No landlord or property manager shall fail to provide a replacement copy of information for tenants to a tenant within 15 days of a request.

20. No landlord or property manager shall fail to provide a copy of information for tenants to a by-law officer when requested.
21. No landlord or property manager shall fail to retain a copy of information for tenants for a period of six (6) months following a termination of occupancy.
22. Notwithstanding Section 13 of this by-law:
- (a) landlords with current tenants shall have a period of three (3) months from the effective date of this by-law to provide information for tenants to all current tenants; and
 - (b) any person who purchases a property containing rental units:
 - i. must provide the contact information prescribed in subsection 14(a) no later than 24 hours following the transfer of title; and
 - ii. must provide existing tenants with information for tenants within 30 days of the transfer of title.
23. A tenant who has received information for tenants is responsible for sharing this document with any other adult who is also a resident of their rental unit.

SPECIAL ASSISTANCE REGISTRY

24. No landlord shall fail to maintain a special assistance registry to record any request for special assistance made by a tenant as set out in subsection 25(2).
25. (1) For the purposes of Section 24, the special assistance registry shall include:
- (a) the name and unit number of the tenant;
 - (b) a description of the special assistance the tenant has requested; and
 - (c) a description of the special assistance the landlord or property manager has agreed to accommodate.
- (2) Any tenant may voluntarily self-identify to the landlord or property manager as needing special assistance for issues concerning:
- (a) evacuation from an apartment building;
 - (b) periods where a vital service is disrupted;

- (c) pest control preparation;
- (d) assistance understanding documents due to cognitive or developmental disability, or language or communication barriers; or
- (e) any other concern which may require landlord accommodation under the Ontario Human Rights Code, Accessibility for Ontarians with Disabilities Act or Residential Tenancies Act, 2006.

26. A landlord or property manager shall provide the following information to all tenants in the manner prescribed by subsection 14(g):

- (a) the existence and purpose of the special assistance registry;
- (b) the manner in which a tenant may request to be added to, or removed from, the special assistance registry; and
- (c) the following statement:

“Information provided for the special assistance registry may be collected by the City of Ottawa for the purpose of investigating and enforcing landlord compliance with the Rental Housing Property Management By-law. Information about how this is used is available on ottawa.ca or by calling 3-1-1.”

27. No landlord or property manager shall fail to present a special assistance registry for inspection by a by-law officer.

28. No landlord or property manager shall fail to remove information about a tenant from the special assistance registry:

- (a) when requested by the tenant; or
- (b) upon termination of occupancy.

PEST CONTROL

29. No landlord or property manager shall fail to establish and maintain an integrated pest management plan for a rental property.

30. For the purposes of Section 29, an integrated pest management plan shall include:

- (a) a schedule of preventative inspections that is reasonable for the age and condition of each rental property;
- (b) educational information about the prevention of infestations to be made available to tenants;
- (c) reporting processes for suspected infestations;
- (d) standing pest treatment plans to be applied in the event of an infestation of:
 - i. bed bugs;
 - ii. cockroaches;
 - iii. ants;
 - iv. rats;
 - v. mice; and
 - vi. any species known to cause re-occurring infestations at the given property.

31. No landlord or property manager shall fail to provide tenants with a copy of a pest treatment plan prior to treating an infestation within their unit.

32. No landlord or property manager shall fail to post notice of a pest treatment plan in the lobby of an apartment building when the treatment is in a building area other than a rental unit.

33. No landlord or property manager shall fail to have an area that has been treated for pests re-inspected between 15 and 30 days of the completion of treatment.

34. No tenant shall fail to submit a tenant service request to report an infestation, suspected infestation, or conditions likely to cause an infestation.

35. No tenant shall knowingly cause conditions which may attract or harbor pests.

36. No tenant shall fail to treat an infestation of fleas, lice or ticks on an animal under their care when required under a pest treatment plan.

37. No tenant shall fail to abide by a pest treatment plan provided under sections 31 or 32.

38. No landlord or property manager shall fail to submit a copy of an integrated pest management plan to a by-law officer when requested.

39. No landlord or property manager shall fail to submit a copy of a pest treatment plan provided under sections 31 or 32 to a by-law officer when requested.

DUTY TO ACCOMMODATE

40. Nothing in this by-law supersedes a landlord's obligation to accommodate a tenant under the Ontario Human Rights Code or other applicable legislation.

EXEMPTIONS

41. (1) The provisions of this by-law do not apply to:

- (a) long-term care homes licensed under the Long-Term Care Homes Act, 2007;
- (b) retirement homes licensed under the Retirement Homes Act, 2010;
- (c) residential services homes operated under a service agreement with the City of Ottawa; and
- (d) emergency shelters regulated by City of Ottawa Emergency Shelter Standards.

(2) Rental units within condominiums established pursuant to the Condominium Act, 1998 are exempt from Sections 3 to 5 of this by-law.

(3) Housing co-operatives established pursuant to the Ontario Co-operative Corporations Act are exempt from Sections 3 to 5 of this by-law.

INSPECTIONS

42. A by-law officer is authorized to enter on any land at any reasonable time for the purposes of conducting an inspection of any portion of the property that is not actually being used as a dwelling unit.

43. During an inspection conducted under Section 42, a by-law officer may himself or herself or with the assistance of any other person:

- (a) require the production for inspection of any document or thing relevant to the inspection;
- (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- (c) require the production of information relevant to the inspection; and,
- (d) make examinations or take tests, samples or photographs necessary for the inspection.

44. No person shall hinder or obstruct a by-law officer or any person assisting them during an inspection conducted under Section 42 or activities undertaken under Section 43.

OFFENCES AND PENALTIES

45. Any person who contravenes any of the provisions of this by-law is guilty of an offence.

46. Any person who hinders or obstructs a person lawfully carrying out the enforcement of this by-law is guilty of an offence.

47. (1) Every person who is convicted of an offence under this by-law is liable to a minimum fine not exceeding \$500 and to a maximum fine not exceeding \$100,000 for each day that the offence occurs or continues pursuant to Subsection 429(3) of the Municipal Act, 2001, and all such offences are designated as continuing offences as provided for in Subsection 429(2), paragraph (a), of the Municipal Act, 2001.

(2) In addition to subsection (1), the total of all daily fines for a continuing offence is not limited to \$100,000 as provided for in Subsection 429(3), paragraph 2, of the Municipal Act, 2001.

(3) When a person has been convicted of an offence under this by-law, the Ontario Court of Justice, or any court of competent jurisdiction may, in addition to any penalty imposed on the person convicted, issue an order:

- (a) prohibiting the continuation or repetition of the offence by the person convicted; and
- (b) requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

ENFORCEMENT

48. This by-law shall be enforced by a by-law officer.

49. In accordance with Sections 9, 20, 27 and 38 of this by-law, and for the purposes of investigating and enforcing this by-law, a by-law officer of the City of Ottawa may require a landlord or property manager to provide any record or information that the landlord or property manager is required to obtain or provide under the by-law, including information about the names of tenants and their address, contact information and any requirements for special assistance.

SHORT TITLE

50. This by-law may be referred to as the “Rental Housing Property Management By-law”.

EFFECTIVE DATE

51. This by-law shall come into force and effect on the 31st of August, 2021.