CITY OF VANCOUVER
BRITISH COLUMBIA

STANDARDS OF MAINTENANCE
BY-LAW NO. 5462

This By-law is printed under and by authority of the Council of the City of Vancouver

(Consolidated for convenience only to April 15, 2008)

BY-LAW NO. 5462

A By-law for prescribing standards for the maintenance and occupancy of building sites within the City of Vancouver to ensure that such buildings and sites are free from hazard and are maintained continuously in conformity with accepted health, fire and building requirements

[Consolidated for convenience only, amended to include By-law No. 9633, effective April 15, 2008]

THE COUNCIL OF THE CITY OF VANCOUVER in open meeting assembled, enacts as follows:

1. This By-law may be cited as the "Standards of Maintenance By-law".

2. DEFINITIONS

In this By-law, unless the context otherwise requires:

"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.

"Apartment Building" means any building containing three or more dwelling units, which has its principal access from a common entrance or is not a townhouse.

"Bathing fixture" means either a bathtub or shower with hot and cold water connected thereto.

"Bathing unit" means a room containing a bathing fixture and constructed so that complete privacy and a dressing area are available to the user.

"Bathroom unit" means a room containing one water closet, one hand basin, one bathing fixture, and constructed so that complete privacy and a dressing area are available to the user.

"Bed and Breakfast Accommodation" means the use of a dwelling unit as temporary accommodation for tourists or transients where the room rate includes breakfast provided on the premises.

"Bedding" means sheets, blankets, pillows, and pillow cases.

"Building" means any structure used or intended for supporting or sheltering any use or occupancy.

"Chief License Inspector" means the person so appointed from time to time by Council, and includes an officer, official, employee, or person acting for or in place of the Chief License Inspector.

"City Building Inspector" means the City Building Inspector appointed by Council pursuant to Section 305 of the Vancouver Charter.

"Community Kitchen" means a room not part of a dwelling unit or housekeeping unit and designed or intended for the use of lodgers for the preparation of food.

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

"Dwelling unit" means a housekeeping unit with its own bathroom unit.

"Habitable room" means any room in a dwelling unit used or intended to be used for living, sleeping, cooking or eating purposes.

"Hand basin" means a plumbing fixture primarily intended for the washing of hands, with hot and cold water connected thereto.

"Housekeeping unit" means a sleeping unit containing a sink and facilities for cooking.

"Land" means any parcel of land on which a building is situated and also includes vacant parcels of land but excludes streets, lanes, parks and playgrounds.

"Lodger" means a person occupying any room or rooms in a lodging house, but does not include a lodging house keeper or operator.

"Lodging House" means any building or separate portion thereof with three or more units or rooms, which are separately occupied or intended to be occupied as rental living accommodation. Without restricting the generality of the foregoing, a lodging house includes a hotel, or motel, apartment building, rooming house, boarding house, bed and breakfast accommodation, and a multi-use building containing any combination of sleeping units, housekeeping units, or dwelling units. A lodging house does not include a one-family dwelling, a two-family dwelling, duplex dwelling, self-owned apartment or a building managed by a strata corporation pursuant to the *Strata Property Act*.

"Lodging house keeper" means a person who is the owner or owner under agreement of a parcel of real property upon which the lodging house is situated. For the purposes of this definition, "owner" includes corporate body, society, non-profit organization or co-operative.

"Lodging house operator" means a person having actual control of the lodging house and responsible for day-to-day maintenance and running of the lodging house. Without limiting the generality of the foregoing, the holder of an operator's permit shall be deemed to be the lodging house operator.

"Operator's permit" means a permit issued annually by the Chief License Inspector or someone authorized by the Chief License Inspector in a form contained in Appendix A.

"Owner" means the registered owner, as the same appears on the records of the Vancouver Land Title Office, or if there is registered an agreement for sale and purchase, "owner" shall mean the person registered as the last holder either directly or

by assignment of such agreement for sale and in the case of Crown-owned lands, "owner" shall mean the occupier.

"Person" where used in this By-law shall mean natural persons of either sex, associations, corporations, bodies politic, co-partnerships, whether acting by themselves or by a servant, agent, or employee, and the heirs, executors, administrators, or assigns or other legal representatives of such person to whom the context shall apply according to law. The singular shall, when necessary, be held to mean and include the plural, the masculine, the feminine, and the converse thereof.

"Permanent lodger" means a person occupying any room or rooms in a lodging house, where it can be ascertained by whatever means available to the inspecting authority that the person has occupied the said room or rooms in the said lodging house for at east 60 days; and/or the person declares the lodging house to be his or her permanent residence.

"Repair" includes the provision of such facilities and the making of additions or alterations or the taking of such action as may be required so that the building conforms to the standards established by this By-law.

"Sanitary facilities" means any water closet, urinal, bathtub, shower or hand basin.

"Sink" means a plumbing fixture, primarily intended for the washing of dishes and utensils, with hot and cold water connected thereto.

"Sleeping unit" means one or more rooms equipped to be used for sleeping and sitting purposes.

"Water closet" means a plumbing fixture primarily intended for receiving human body waste for conveyance to the City sewer by means of flushing.

3. APPLICATION

3.1 The provisions of this By-law apply to all land and all buildings in the City, and, unless otherwise specified, the owner of said land and/or buildings shall be responsible for carrying out the work or having the work carried out in accordance with the requirements of this By-law.

4. MAINTENANCE OF LAND, BUILDINGS, AND ACCESSORY BUILDINGS

4.1 (1) All land shall be kept clean and free from rubbish or debris, objects and materials, except for materials for immediate use in the construction, alteration or repair of a building on the site.

(2) No vehicle, trailer, boat or mechanical equipment which is in a wrecked or dismantled condition shall be parked, stored or left on any land, except as provided in Sentence (3).

(3) Where the principal use of a site is the wholesaling or retailing, storing or parking of wrecked or dismantled material or equipment, Sentence

(2) shall not apply but all fences and screening surrounding such operations shall be properly maintained.

(4) Storm water shall be drained from all land by an approved method so as to prevent ponding or the entrance of water into basements or cellars.

(5) All areas used for vehicular traffic, parking and facilities for loading and unloading, including loading spaces or bays shall be kept free from dirt and refuse and maintained in good repair. The steps, walks, driveways and parking spaces on all land shall be maintained so as to afford safe passage under normal use and weather conditions.

(6) Lighting equipment and its supports shall be kept in safe and proper working condition.

(7) Suitably surfaced walks shall be available on all land leading from the main entrance of each building to the street or driveway.

(8) Fences and approved enclosures shall be kept:

(a) in good repair,

(b) weather resistant,

(c) free from accident hazards, and

(d) free from posters, signs, notices, advertising material, words, pictures or drawings, or other defacement.

(9) Nothing contained in Sentence (8) shall be deemed to prevent the lawful use of signs, notices or advertising material for the normal purpose of such business conducted at the property.

(10) Accessory buildings on all land shall be kept in good repair. Exteriors of accessory buildings shall be weather resistant through the use of weather resistant materials including paints or other preservatives.

(11) Retaining walls shall be maintained in good repair and free from accident hazards.

(12) Every owner of land must keep the land, and any building or accessory building on it, in such condition that it will not afford harbourage for or become infested with pests.

(13) If pests have infested land, or any building or accessory building on it, the owner of the land must eliminate the infestation.

5. STRUCTURAL CONDITIONS

5.1 Every part of a building shall be maintained in a structurally sound condition so as to be capable of sustaining safely its own weight and any additional load to which it may be subjected through normal use, in accordance with the Vancouver Building By-law.

6. FOUNDATIONS

6.1 (1) Foundation walls and other supporting members shall be maintained in good repair to prevent the entrance of moisture.

(2) Without limiting the generality of Sentence (1), the maintenance of foundation walls and other supporting members may include:

(a) jacking up, underpinning or shoring the wall or walls where necessary,

(b) the installation of subsoil drains at the footing,

(c) grouting masonry cracks,

(d) waterproofing/damp-proofing the walls and joints,

(e) repairing or replacing of decayed, damaged or weakened sills, piers, posts, columns, or other supports, and

(f) making of sills, piers, posts, columns, or other supports waterproof/damp-proof and resistant to insects by the application of paint or other suitable materials or treatment.

7. EXTERIOR WALLS

7.1 (1) Exterior walls, parapet walls, and the components thereof shall be maintained:

(a) in good repair,

(b) weather-tight,

(c) free from loose or unsecured objects and materials, and,

(d) in a manner to prevent or retard deterioration due to weather or infestation.

(2) Without limiting the generality of Sentence (l), the maintenance of an exterior wall may include the painting of all exterior wood and metal work, the repainting of previously painted but deteriorated surfaces as well as the restoration, repair or replacement of:

(a) the wall,

(b) the bricks and mortar,

(c) the stucco, lathing and plaster,

(d) the cladding,

(e) the coping,

(f) the caulking, and

(g) the weatherproofing of the wall and joints,

all in accordance with the City of Vancouver Building By-law.

(3) Canopies, marquees, awnings, screens, grilles, stairways, fire escapes, pipes, ducts, air conditioners and all other similar equipment, attachments, extensions and their supporting members shall be maintained in good repair, properly and safely anchored and protected against deterioration and decay by the periodic application of a weathercoating material such as paint or other protective treatment, unless constructed of materials inherently resistant to deterioration.

(4) Exterior wall facings, projections, cornices and decorative features shall be maintained in good repair, safely and properly anchored.

(5) Air conditioners shall be equipped and maintained with adequate devices for the prevention of condensation drainage onto entrance areas, sidewalks, or walkways.

(6) Mechanical ventilating systems and their supporting members shall be maintained in good repair and in a safe mechanical condition.

(7) All signs which are damaged or broken, or excessively weathered or faded shall, with their fastenings and supporting members, be removed or repaired.

8. EXTERIOR DOORS AND WINDOWS

8.1 (1) Exterior doors, windows, skylights, and hatchways shall be maintained in good repair and weathertight.

(2) Without limiting the generality of Sentence (l), the maintenance may include:

(a) painting,

(b) repairing or renewing damaged, decayed or deteriorated
(i) doors
(ii) door frames, casings and thresholds,
(iii) window sashes, and
(iv) window frames and casings,

(c) refitting doors and windows,

(d) weatherstripping,

(e) repairing or replacing defective or missing essential door and window hardware,

(f) reglazing, and

(g) using other suitable means of weatherproofing,

all in accordance with the Vancouver Building By-law.

(3) Openings in exterior walls, other than doors and windows, shall be effectively protected to prevent the entry of rodents, insects or vermin.

(4) The requirements of Sentence (3) shall not apply where the City Building Inspector is satisfied that its implementation would adversely affect the normal operation of the premises.

(5) Doors providing automobile access to parking garages which provide at least 20 spaces for residential parking shall be:

(a) maintained at all times in good working order and repair; and

(b) kept locked or otherwise inoperable except when in use and by authorized users.

9. ROOFING

9.1 (1) The roof, including the flashing, shall be kept weather-tight and free from leaks.

(2) Where a rain water collector system is not provided, roof drainage shall be provided in such a manner so as not to create a concentrated flow of water which may penetrate the building or structure, or spill in an uncontrolled manner upon sidewalks, driveways, stairways or landings.

(3) Eavestroughs and downpipes shall be kept:

(a) in good repair,

(b) in good working order, and

(c) water-tight and free from leaks.

(4) Roofs shall be kept free from:

(a) loose or unsecured objects and materials, and

(b) unused sign structures or antennae.

10. UNSAFE CONDITIONS AND ORDERED UPGRADING

10.1 When an unsafe condition exists in or about a building, or where upgrading of a building is required by an order pursuant to the Fire Services Act, the applicable provisions of the Vancouver Building By-law shall apply.

11. FIRE ESCAPES, STAIRS, BALCONIES AND PORCHES

11.1 (1) Fire escapes, stairways, balconies or porches and landings in, on or appurtenant to a building shall be maintained:

(a) in a safe and clean condition,

(b) in good repair, and

(c) free from
(i) rust,
(ii) holes,
(iii) cracks,
(iv) excessive wear and warping, and
(v) hazardous obstructions.

(2) Without restricting the generality of Sentence (l), the maintenance may include:

(a) repairing or replacing treads or floors that show excessive wear or are broken, warped or loose,

(b) repairing, replacing or supporting structural members that are decayed, deteriorated or loose,

(c) removing obstructions, and

(d) painting or coating with a preservative, unless constructed of material inherently resistant to deterioration.

11A. ELEVATORS

11A.1 (1) Every elevator in any building used for residential purposes shall be maintained in an operational condition at all times.

12. BASEMENTS AND CELLARS

12.1 (1) Basement and cellar floor drains shall be maintained in good condition.

(2) Floors in a basement or cellar shall be free from major cracks, breaks or similar conditions which would create an accident hazard or allow the entrance of water into the basement or cellar.

13. FLOORS

13.1 (1) Floors shall be maintained in a clean and sanitary condition, reasonably smooth and level and free of loose, warped or decayed boards, depressions, protrusions, deterioration or other defects which are health, fire or accident hazards.

(2) Where floors are out of level by more than 25 mm within 3 m (l inch within 10 feet) of length they shall be built up and made level, except where a slope is part of a design approved under permit.

(3) Where floors are covered, the covering shall be maintained in a safe condition, free from worn, torn, damaged or holed parts.

(4) Lavatory or washroom floors, shower room floors, toilet room and bathroom floors shall be maintained impervious to water and in such condition as to permit easy cleaning.

14. WALLS AND CEILINGS

14.1 (1) Interior walls and ceilings shall be maintained in good repair and free from holes, or loose or broken plaster that may create health, fire or accident hazards.

(2) Surfaces of interior walls and ceilings shall be maintained in a clean and sanitary condition and plumb within limits acceptable to the City Building Inspector.

15. INTERIOR FIRE AND HEALTH SAFETY HAZARDS

15.1 (1) Walls, floors, and roof constructions, including fire protective closures, sprinkler systems, including fire alarm and detection systems and other means of fire protection, shall be maintained in such a manner to afford the fire resistive properties and protection for which they were designed.

(2) In multiple-use buildings wherein a use could generate noxious fumes or gases, such use shall be separated from the remainder of the building by gas-tight construction maintained in a good state of repair to effectively prevent the passage of noxious fumes or gases through the separation, as provided in the Vancouver Building By-law and the Fire By-law.

16. PLUMBING AND PLUMBING FIXTURES

16.1 (1) All plumbing, including plumbing fixtures, drains, vents, waterpipes, water closets and connecting lines to the water and sewer systems, shall be maintained in good working order and repair, free from leaks or other defects and protected from freezing.

(2) Every hand basin and bathtub, shower and sink shall have an adequate supply of hot and cold running water and every water closet shall have

an adequate supply of running water. Hot water shall be supplied at a minimum temperature of 120°F (49°C) and a maximum of 140°F (60°C).

(3) Every room containing a toilet shall have a hand basin located in the room, or in an immediately adjoining room.

(4) All bathing units shall be fully enclosed so as to provide privacy for an occupant.

(5) Rooms containing sanitary facilities shall be maintained in a clean and sanitary condition and provided with a smooth surface reasonably impervious to water or chipping or cracking on the walls and ceilings.

(6) Where an existing plumbing system appears to be in good repair, special attention shall be given to:

(a) prevention of cross-connections between potable water supply and washing machine drains, hot water heating lines and any other non-potable water uses.

(b) removal of unused grease traps,

(c) cleaning out of sumps, and providing backwater valves,

(d) providing cleanouts to all drains,

(e) cleaning out all waste traps,

(f) replacing damaged waste arms,

(g) extending all plumbing drain vents to the exterior, and

(h) capping off all unused pipes and drains that may create a health hazard.

17. GAS APPLIANCES AND SYSTEMS

17.1 (1) All existing gas systems and appliances shall be maintained in good working order and repair.

(2) Where existing gas systems are in good repair, special attention shall be given to:

(a) condition of all required safety devices such as automatic shut-offs,

(b) capping off unused gas lines,

(c) repairing and/or replacing faulty gas vent chimneys,

(d) removing unapproved flexible gas connections or unused appliances where applicable, and

(e) servicing all gas appliances where warranted.

(3) All systems of appliance venting that may create a health, fire or accident hazard shall be maintained in good working order.

18. HEATING SYSTEMS

18.1 (1) Heating systems shall be maintained in a safe and good working condition so as to be capable of safely attaining and maintaining an adequate temperature standard, free from fire and accident hazards and in all residential accommodation capable of maintaining every room at a temperature of 72° Fahrenheit (22° Celsius) measured at a point 5 feet (1.52 m) from the floor.

(2) Where a heating system, heating equipment or part of it or any auxiliary heating system burns solid or liquid fuel, a place or receptacle for the storage of such fuel shall be provided and safely maintained in a convenient location and so constructed as to be free from fire or accident hazards.

(3) Heating equipment shall be located in such a manner as to prevent impediment to the free movement of persons and the overheating of adjacent walls and equipment.

(4) Vent pipes, exhaust hoods, chimneys, smoke pipes, smoke stacks, flues or ducts, shall be so constructed, securely anchored, protected and maintained in good repair as to prevent:

(a) the heating of adjacent combustible materials and structural members to unsafe temperatures,

(b) the entrance of noxious gases into the premises, and

(c) fire and accident hazards.

(5) Without restricting the generality of the foregoing, the maintenance may include:

(a) clearing obstructions from the chimney, flue, smoke pipe or other duct,

(b) sealing open joints and repairing masonry,

(c) using pipes or ducts of acceptable material and adequate size for a chimney, flue, smoke pipe or similar duct,

(d) replacing deteriorated or defective anchoring supports, and

(e) periodic application of a weather coating material such as paint or other protective treatment, unless constructed of materials inherently resistant to deterioration.

19. ELECTRICAL SYSTEM

19.1 (1) Electrical wiring, circuits, fuses, circuit breakers, electrical equipment and electrical heating systems shall be maintained in good working order at all times, free from fire and accident hazards, including also the following:

(a) maintaining service rooms for main electrical service panels uncluttered and secure from unauthorized personnel,

(b) maintaining all wall cover plates in safe condition, and

(c) maintaining proper control and protection of wiring where it penetrates walls or floors.

(2) (a) Extension cords shall not be placed and/or attached:

(i) through any doorway, transom, ceiling, wall or floor,
(ii) to any door frame, window frame, ceiling, wall or floor.

(3) Notwithstanding Sentence (2), the use of extension cords for mobile equipment used for temporary purposes only may be permitted when such connection can be made without risk or hazard to persons or property.

(4) Every habitable room in a dwelling shall have at least one electrical duplex outlet for each 120 square feet (11.2m^2) of the floor space; for each additional 100 square feet (9.3 m^2) of floor space a second duplex outlet shall be provided. Every kitchen shall have at least two electrical duplex outlets which shall be on separate circuits.

(5) Adequate levels of artificial lighting shall be maintained in good working order at all times as in Table 19A:

TABLE 19A

	Room or Space	Foot Candles*
(a)	stairway, hall, passageway sanitary convenience room toilet facilities room	10
(b)	service room	20
(c)	laundry room	20
(d)	recreation or lounge room	10
(e)	residential room	10
(f)	kitchen, kitchen alcove and kitchen area	30
(g)	task areas, personal grooming areas, reading areas	50

*Measured at a point 3' (1 m) above the floor, except for space item (g) which shall be measured at task level.

20. NATURAL LIGHT AND VENTILATION

20.1 In any building, natural light and ventilation shall be provided to the satisfaction of the City Building Inspector, having regard to the standards set out in the Vancouver Building By-law and basic health principles as determined after consultation with the Medical Health Officer.

21. MAINTENANCE STANDARDS FOR LODGING HOUSES

21.1 No person shall occupy, or permit to be occupied for living purposes any accommodation in a lodging house which is not either a sleeping unit, housekeeping unit or dwelling unit.

21.2 No person shall rent, or allow to be rented or occupied, any accommodation in a lodging house:

(a) unless it has a ceiling height as specified in the Vancouver Building By-law,

(b) unless it has at least 50 square feet (4.6 m^2) of gross floor area for each occupant,

(c) as a sleeping unit unless the main habitable room has a floor area of at least 105 square feet (9.8 m^2), except that this clause shall not apply where the accommodation was lawfully occupied as a sleeping unit prior to the passing of this By-law,

(d) as a housekeeping unit unless such unit has a floor area of at least 145 square feet (14 m^2), or unless such unit has a floor area of at least 120 square feet (11.2 m^2), is occupied by only one person and adequate

lounge facilities are provided on the premises, except that this clause shall not
apply where the accommodation was lawfully occupied as a housekeeping unit prior to the passing of this By-law,

(e) as a housekeeping unit unless such unit, except as otherwise approved, contains:
  (i) a sink,
  (ii) a cooking facility,
  (iii) a bed,
  (iv) mechanically refrigerated food storage space in the proportion of two cubic feet (.0566 m^3) for each occupant, and
  (v) adequate facilities for the storage of clothing and personal effects,

(f) as a sleeping unit unless such unit, except as otherwise approved, contains:
  (i) a bed, and
  (ii) satisfactory facilities for storing clothing and personal effects,

21.3 Every lodging house keeper shall provide as follows:

(a) at least one hand basin for every three sleeping units; such hand basin shall not be located in public hallways,

(b) at least one water closet for every ten sleeping units,

(c) at least one bathing unit for every twelve sleeping units,

(d) at least one bathroom unit for every three housekeeping units, provided that, where the units have single occupancy the standards with respect to sleeping units shall govern,

(e) where required in 21.2(d), lounge facilities of at least 200 sq. ft. (18.6 m^2) with sufficient and appropriate furnishings.

21.4 Every lodging house operator shall provide:

(a) that, where this By-law requires plumbing fixtures to have hot water, such fixtures shall be connected to a service water heating facility which provides water at a temperature range of 120° to 140° Fahrenheit (49° - 60° Celsius) at all times at each fixture,

(b) that every room in a lodging house containing any sanitary facilities serving more than one sleeping unit, housekeeping unit or housekeeping room, shall be accessible from a public hallway and shall be capable of being locked from the inside only,

(c) that adequate supplies of hand soap and toilet tissue shall be available at all times to lodgers in shared sanitary facilities,

(d) in any community kitchen, a two-compartment sink with drain-boards, and cooking facility and refrigerated food storage of not less than two cubic feet (.0566 m^3) of space for each person using the room,

(e) mechanical refrigeration affording food storage space of not less than two cubic feet (.0566 m^3) for each lodger in each housekeeping unit and dwelling unit,

(f) that no person shall store perishable food in any sleeping unit.

21.5 Every lodging house keeper shall provide a laundry room or other room with a minimum area of 50 square feet (4.6 m^2) equipped with an electric washing machine and an electric or gas dryer, except that this clause shall not apply where the lodging house operator provides a laundry or dry-cleaning service for tenants and guests.

21.6 Every sleeping unit, housekeeping unit and dwelling unit shall have a reading area, and such reading area shall have a minimum light intensity of 50 foot candles at the convenient reading level.

21.7 Every lodging house shall be provided with artificial illumination, evenly distributed, of not less than that shown in Subsection 19.1.

21.8 Every sleeping unit, housekeeping unit and dwelling unit which is occupied or intended to be occupied, shall be provided with ventilation and natural light to the satisfaction of the City Building Inspector.

21.9 A mechanical ventilating system capable of providing at least one complete air change per hour may be substituted for the natural ventilation required by Subsection 20 hereof, in kitchens and bathrooms, provided however, that a forced air heating system shall not constitute a mechanical ventilating system, unless it is combined with a fresh and return air ventilating system.

21.10 Every lodging house operator shall:

(a) maintain the lodging house and site thereof in a thoroughly clean and sanitary condition at all times, including windows and lightwells,

(b) maintain the lodging house and site thereof free of pests,

(c) maintain the lodging house, fixtures, equipment, furnishings and appliances provided therein, in good repair,

(d) maintain the interior surfaces in light coloured finishes, and

(e) maintain all floors and stairs in good repair.

21.11 No lodging house operator shall permit storage or accumulation of rags, refuse, junk or discarded material of any kind within a lodging house or the site thereof. Garbage shall be stored in standard closed garbage containers and removed to the exterior garbage enclosure daily.

21.12 Every lodging house operator shall provide an exterior garbage enclosure which shall be adequate to contain one week's garbage.

21.13 Every lodging house operator shall maintain the accommodation:

(a) free of extraneous moisture,

(b) between the hours of 8:00 a.m. and 12:00 midnight, at a temperature not lower than 68° Fahrenheit (20° Celsius) measured 60 inches (1.52 m) from the floor in the centre of the room, and between the hours of 12:00 midnight and 8:00 a.m. at a temperature not lower than 62° Fahrenheit (16° Celsius) measured 60 inches (1.52 m) from the floor in the centre of each room.

21.14 Every lodging house keeper shall provide adequate heating equipment for all accommodations. Such equipment shall be either a central heating system or individual heating units, provided however, that appliances designed for cooking shall not be considered heating equipment for the purposes of this Section.

21.15 Except where provided by the tenant, every lodging house operator shall provide sufficient bedding, mattresses and towels to all sleeping and housekeeping units, and shall maintain such articles in a clean and sanitary condition. Mattresses shall be provided with covers which shall be maintained in a clean and sanitary condition. Clean linen shall be provided at least once every seven (7) days and whenever there is a change of tenant.

21.16 Except where provided by the tenant, every lodging house operator who provides furnished accommodations shall maintain such furnishings in a clean and wholesome condition.

21.17 (1) Subject to Sentence (5) of this Subsection, no person shall operate a lodging house, except for a bed and breakfast accommodation providing no more than 2 bedrooms, without being the holder of a current Operator's Permit.

(2) No Operator's Permit shall be issued by the Chief License Inspector unless:

(a) the premises comply with the provisions of this By-law,

(b) the Operator has demonstrated knowledge of the provisions of this By-law. This demonstration shall take the form of a written and/or oral examination. Under special circumstances, the Chief License Inspector may waive this requirement,

(c) the applicant is capable of effective communication with the Chief License Inspector and the staff of the Department of Licenses and Inspections.

(3) Operator's Permits are not transferable.

(4) Subject to an appeal to Council an Operator's Permit may be cancelled upon thirty days notice if the operator, or the premises in respect of which the permit is issued, do not comply with the provisions of this By-law.

(5) The Chief License Inspector may, for any period of up to one year, issue an interim Operator's Permit where satisfied that the applicant is actively proceeding with work necessary to make the premises comply with the provisions of this By-law.

(6) The provisions of this Section shall not apply to a lodging house which is comprised exclusively of self-contained dwelling units.

21.18 Every lodging house operator shall:

(a) identify all accommodation by number or letter, or combination of both, posted on the entrance to the unit,

(b) have available at all times in a conspicuous place in the lodging house a printed copy of this By-law, together with the name, address and telephone number of the Lodging House Operator, and where applicable, a copy of the Operator's Permit,

(c) maintain a duplicate rental receipt book which shall be available to the inspecting authority at all reasonable times,

(d) provide sufficient maintenance staff to perform room cleaning as well as cleaning of all common use areas, as often as required to keep in a clean condition,

(e) dispose of household refuse from the lodging house in accordance with the provisions of the “Solid Waste and Recycling By-law”,

(f) have available on the premises at all times, an adequate supply of the mops, brooms, detergent, pails and other cleaning materials and equipment necessary to maintain the premises in a clean condition to the satisfaction of the City Building Inspector.

21.19 The City Building Inspector may issue an order to an owner, a lodging house operator, a lodging house keeper or a lodger to bring about compliance with the provisions of this By-law.

21.20 The City Building Inspector may order any lodger occupying accommodation to restore such accommodation to a clean and sanitary condition, or vacate such accommodation within the time specified by the City Building Inspector.

22. WORKMANSHIP

22.1 In all cases, where new materials are being applied, or repair work is being carried out, the installation of such materials and/or any repair work shall be carried out in a good workman-like manner and finished to standard acceptable to the City Building Inspector.

23. ENFORCEMENT AND PENALTIES

23.1 The City Building Inspector, and anyone authorized by the City Building Inspector, may enter any premises at any reasonable time for the purpose of determining whether or not such premises comply with the provisions of this By-law.

23.2 The City Building Inspector may issue an order to an owner of a building or land directing that the building or land be brought into compliance with a provision of this By-law.

23.3 No person shall fail to comply with an order issued pursuant to Subsection 23.2.

23.4 No person shall use or occupy, or permit to be used or occupied, any premises which do not comply with the provisions of this By-law.

23.5 (1) Every person is guilty of an offence against this By-law who

(a) violates any of the provisions of this By-law,

(b) suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this By-law,

(c) neglects to do or refrains from doing anything required to be done by any of the provisions of this By-law,

(d) does any act which violates any of the provisions of this By-law, or

(e) fails to comply with any order, direction, or notice given under this By-law.

(2) Each day that a violation is permitted to exist, shall constitute a separate offence.

23.6 (1) Every person who commits an offence against this By-law is liable to a fine and penalty of not less than $250.00 or more than $2,000.00 for each offence.

(2) Despite the minimum fine referred to in subsection (1), every person who commits an offence against section 11.1(1), 15.1(1), 16.1(2), 17, 18, 21.4(a), 21.13(a), 21.13(b), 21.14, or 23.3 is liable to a fine of not less than $500.00 for each offence.

23.7 Every person who commits an offence of a continuing nature is liable to a fine not exceeding $50.00 for each day such offence is continued.

23.8 Notwithstanding any other provisions of this By-law, where any building or land does not comply with standards set out in this By-law, the Council may, by resolution, order that failure to remedy any default specified in such order within 60 days after service of such order, will result in the work being carried out by the City at the expense of the owner.

23.9 If, upon expiration of the sixty days' notice, all of the defaults specified in the notice are not remedied, the City may, by its workers or others, enter upon the premises and effect such repairs, renovations or alterations as are necessary to make the building or land conform to the standards set out in this By-law.

23.10 All costs and expenses of the City, as a consequence of work carried out pursuant to Subsection 23.9, shall be paid by the owner or owner under agreement of the property within 30 days from the date of a statement of account from the City.

23.11 Any amount which remains unpaid after the time limited in Subsection 23.10 hereof, shall, after certification by the Director of Finance, be inserted in the Real Property Tax Roll as a charge with respect to the parcel on which the work was carried out.

23.12 Any order or notice referred to in Subsection 23.2 or 23.8 hereof shall be sufficiently served if sent by registered mail to the owner or posted on the affected premises.

23.13 Before any matter is dealt with by Council pursuant to Subsection 23.8 hereof, the City Clerk shall notify the owner of the building or land that the Council will be considering the question of a violation of this By-law. Such notice shall specify the nature of the violations and shall specify the time and place at which the owner may appear before the Council to make representations in respect of the matters alleged.

23.14 By-laws No. 4738 and 4888 are repealed but not so as to revive any provisions not contained herein.

24. APPEALS

24.1 Any person dissatisfied with a decision of the City Building Inspector pursuant to Sentence (4) of Section 8.1, Sections 20.1, 21.8 or 22.1 or which, by reason of the operation of Section 10.1, is a decision made under the Building By-law and which is, by that By-law, appealable to the Building Board of Appeal, may within 30 days of such decision appeal the decision to the Building Board of Appeal.

24.2 An appeal pursuant to Section 24.1 shall be filed with the Secretary of the Board, in writing, and shall set out:

(a) the address of the building affected by the decision;

(b) the requirements of this By-law applicable to the appeal, and

(c) the nature and subject matter of the appeal in sufficient detail to fully describe the essentials of the appeal.

25. This By-law shall come into force and take effect on the 1st day of January, 1981.

26. By-law No. 5430 is repealed.

Done and passed in open Council this 21st day of July, 1981.

(signed) "Michael Harcourt"
Mayor

(signed) "R. Henry"
City Clerk

APPENDIX A

CITY OF VANCOUVER

DEPARTMENT OF LICENSES AND INSPECTIONS

OPERATOR'S PERMIT

TO OPERATE A LODGING HOUSE

The operator named below is hereby granted permission to operate the

PERMIT

_____

Name of Lodging House

_____

Location

_____

Name of Operator

THIS PERMIT EXPIRES ON , 19

_____ _____

Date Director of Licenses and Inspections

This permit is not transferable and MUST be displayed for public viewing at the above location