

**The Corporation of the United Townships of Dysart, Dudley, Harcourt, Guilford, Harburn, Bruton, Havelock, Eyre and Clyde**

**By-Law No. 2024-14**

**BEING A BY-LAW TO LICENSE, REGULATE AND GOVERN THE OPERATION OF SHORT-TERM RENTALS**

**WHEREAS** subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*") provides that a municipal power shall be exercised by by-law;

**AND WHEREAS** section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act;

**AND WHEREAS** pursuant to section 11 of the *Municipal Act, 2001*, the Municipality of Dysart et al has authority with respect to business licensing in the interest of health and safety, well-being of persons, consumer protection, and nuisance control;

**AND WHEREAS** pursuant to the provisions of Part IV of the *Municipal Act, 2001*, the Council of the Corporation of the Municipality of Dysart et al may provide for a system of Licences with respect to businesses;

**AND WHEREAS** pursuant to Section 151 of the *Municipal Act, 2001*, the Municipality of Dysart et al has authority to provide for a system of licensing, regulating, and governing with respect to Short-term Rentals;

**AND WHEREAS** subsection 151(5) of the *Municipal Act, 2001* provides that subsection 151(1) applies with necessary modifications to a system of licences with respect to any activity, matter or thing for which a by-law may be passed under sections 9 and 11 as if it were a system of licences with respect to a business;

**AND WHEREAS** section 23.1 of the *Municipal Act, 2001* establishes rules for the delegation of a municipality's powers and duties, and section 23.2 permits a municipality to delegate certain legislative and quasi-judicial powers;

**AND WHEREAS** the Council for the Corporation of the Municipality of Dysart et al is of the opinion that the delegation of legislative powers under this by-law to the Director and to the Appeals Committee including without limitation the power to issue and impose conditions on a licence are powers of a minor nature having regard to the number of people, the size of the geographic area and the time period affected by the exercise of the power, in accordance with subsection 23.2(4) of the *Municipal Act, 2001*;

**AND WHEREAS** sections 390 to 400 of the *Municipal Act, 2001* authorize a municipality to pass by-laws imposing fees or charges for services or activities provided or done by it or on behalf of it;

**AND WHEREAS** section 436 of the *Municipal Act, 2001* authorizes a municipality to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not there is compliance with a by-law, a direction or order, or a condition of a licence;

**AND WHEREAS** section 429 of the *Municipal Act, 2001* provides that a municipality may establish a system of fines for offences under a by-law of the municipality passed under the *Municipal Act*;

**AND WHEREAS** section 444 of the *Municipal Act, 2001* provides that the municipality may make an order requiring the person who contravened the by-law or cause or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity, and any person who contravenes such an order is guilty of an offence;

**AND WHEREAS** the Council for the Corporation of the Municipality of Dysart et al has deemed it necessary and desirable to regulate the Short-Term Rental of property in the municipality;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Dysart et al enacts as follows:

## **1.0 DEFINITIONS**

Accessory means incidental, subordinate, and exclusively devoted to the main use on a property.

Accessory Building or Structure means a detached building or structure consisting of a wall, roof, and floor and any of them or a structural system serving the function thereof, including any plumbing, works, fixtures, and service systems appurtenant thereto, which is accessory, incidental and subordinate to a main dwelling on a property. It does not contain kitchen facilities.

Accessory Residential Dwelling Unit means a dwelling unit which is accessory to a primary Dwelling on a property. Accessory residential dwelling units may be within the primary Dwelling or within Accessory Building or Structure where permitted in accordance with local Zoning regulations.

Additional Residential Dwelling Unit(s) is/are self-contained dwelling unit(s) which are accessory, incidental and subordinate to the primary Dwelling on a property. Additional residential dwelling units may be within the primary Dwelling or within Accessory Building or Structure where permitted in accordance with local Zoning regulations.

Agent means a person duly appointed by the Owner to act on their behalf.

Applicant means the person applying to register the building or structure as a Short-Term Rental under this By-law.

Appeals Committee means the body duly appointed by By-law to conduct hearings under this By-law.

Bedroom means a room or area used for Short-Term Rental accommodation intended primarily for overnight occupation and designed, equipped or intended for sleeping as defined by the Ontario Building Code. A Bedroom shall exclude a kitchen, bathroom, foyer, lobby, closet, laundry room, utility room, pantry and balcony.

Building means a structure occupying an area greater than 10 square metres (107.64 square feet) that has one or more floors and a roof, and the use of which requires location on the ground or attached to something having location on the ground.

Chief Building Official mean an official employed by the Municipality of Dysart et al appointed by By-law to perform the duties as set out in the Ontario Building Code Act, as amended, and shall include any Inspector likewise employed and appointed.

Chief Fire Official means the person within the Municipality's administration who fulfills the function of the fire chief as required by the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended or their delegate; this definition will include Fire Prevention Officer as a delegate.

Clerk – County means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001.

Community Housing means housing typically intended for households who cannot afford affordable rental housing or affordable ownership housing.

Council means the Council for The Corporation of the Municipality of Dysart et al.

County means The Corporation of the County of Haliburton.

Demerit Point System means the system established by this By-law whereby points are applied to a Premises upon the determination of an infraction, to be tracked and kept on file as to promote and ensure compliance with this By-law.

Director means an Officer of the Municipality appointed by the Council for the administration and enforcement of this By-law.

Dwelling means a residential building designed for the occupancy by one or more persons, containing one or more dwelling units as a principal use thereof. It is designed for occupancy by one or more person(s)/resident(s). It contains a kitchen, living quarters and sanitary facilities that are provided for the exclusive use of the person(s) or resident(s).

Dwelling Unit means one or more habitable rooms, used, designed or intended to be occupied or capable of being occupied as a single housekeeping unit for the domestic use only, in which sleeping, sanitary conveniences, and kitchen facilities are provided, and which has a private entrance from outside the building or from a common hallway or stairway inside. A Dwelling Unit does not include a tent, trailer, mobile home, vehicle, boat, boathouse, vessel, room or suite of rooms in a boarding or rooming house, hotel, motel or motor home.

Guest Room means a room or a suite of rooms within a Dwelling used or maintained for the accommodation of an individual or individuals to whom hospitality is extended for compensation that are offered for Short-term Rental intended primarily for overnight occupation, which conforms to the standards for a Bedroom, as set forth by the Ontario Building Code. For the purposes of this By-law, a Guest Room may include a Sleeping Cabin if it is used and/or rented in conjunction with, but not separate from, the principle dwelling.

Habitable Room means a room designed to provide living, dining, sleeping, bathroom or kitchen accommodation for persons. This definition shall not include any garage, carport, cellar, closet, unheated porch or veranda, unfinished attic, unfinished basement, or any space used for the service and maintenance of a Dwelling or for vertical travel between storeys.

Licence means an official, Municipality of Dysart et al issued document that gives permission to and is issued as proof to operate a Short-Term Rental accommodation pursuant to this by-law.

Licensee means a person licensed or a person required to be licensed under this By-law.

Lot means a parcel or tract of land, described in a deed or other legal document, which is capable of being conveyed. For the purposes of this By-law, a lot shall also mean a property.

Licensee Code of Conduct & Acknowledgment means a document that has been prepared by the Municipality of Dysart et al that prescribes the roles and responsibilities of the Licensee, including but not limited to behavioural expectations as they relate to non-disturbance of neighbours; compliance with applicable by-laws; and adherence to the provisions of this By-law.

Market means to offer for rent, promote, canvass, solicit, advertise, or facilitate a Short-Term Rental, but does not include the mere provision of a neutral space or location for such marketing in newspapers, bulletin boards, or online.

Municipality means The Corporation of the Municipality of Dysart et al, and "Municipal" has a corresponding meaning.

Officer means any person authorized by the Municipality to enforce by-laws and includes a Municipal Law Enforcement Officer appointed to enforce the by-laws of the Municipality or a police officer while in the course of his or her duties.

Owner means a person (or persons) who is the registered owner on title of a parcel of land or building identified on the parcel register from the Land Registry Office.

Parking Space means an area of at least 3 metres by 6 metres contained within the property and able to be used for the parking of vehicles.

Person includes an individual, a corporation, a partnership, and an association, and without limiting the generality of the foregoing, includes an Owner, or an Applicant seeking to register a Short-Term Rental under this By-law, as the context requires.

Plan for Fire Safety means the plan setting out a layout of the interior of the Short-Term Rental with locations for all smoke alarms, carbon monoxide alarms, fire extinguishers and exits.

Premises means any real property, place, premises or location, or part thereof.

Registration means a registration issued pursuant to this By-law.

Responsible Person means an Agent or representative of an Owner or Applicant, if applicable, who is responsible for managing or addressing issues in relation to the Owner's Short-Term Rental.

Renter means any Individual occupying the Short-Term Rental by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement.

Renter's Code of Conduct means the document that has been prepared by the Municipality of Dysart et al prescribing the roles and responsibilities of the Renter, including but not limited to:

- behavioural expectations as they relate to non-disturbance of neighbours;
- compliance with applicable municipal by-laws; and
- adherence to the provisions of this By-law.

Revoked means a licence that has been declared null and void by the Director.

Short-Term Rental (STR) means the accommodation or use all or part of a legally established Dwelling Unit, as well as use of any accessory building capable of human habitation in conjunction with but not independent or separately from the Dwelling or Waterfront Area Dwelling, that operates or offers a place of temporary residence, lodging or occupancy by way of concession, payment of a monetary fee, permit, lease, Licence or rental agreement or similar commercial transaction for a period of less than twenty-eight (28) consecutive nights throughout all or any part of a calendar year, but does not include a bed and breakfast establishment, tourist establishment, tourist camping establishment, motel, hotel, hospital, campground or similar commercial accommodation use or couch surfing.

Sleeping Cabin means an accessory building separate from a Dwelling, which is located on the same lot as the primary residential dwelling and may be rented and/or used as accommodation by Renters if it is utilized in conjunction with, but not separate from, the principle dwelling and where permitted in accordance with local Zoning regulations. A Sleeping Cabin shall not contain cooking or kitchen facilities. Cooking or kitchen facilities are defined as an area where food is stored or prepared or cooked and which has cooking appliances and/or a kitchen sink. A Sleeping Cabin may contain sanitary facilities with the approval of the appropriate authority. A Sleeping Cabin does not include a park model trailer or tent. A Sleeping Cabin shall also mean a Bunkie or Private Cabin for the purposes of this By-law.

Special Events means activities being hosted at subject property by the Renter that may or may not involve costs or monies for services provided (Examples: weddings, receptions, retirement party, music event, etc.).

Tenant means the Individual responsible for and in possession of the Premises under a long-term lease.

Use means, when used as a noun, the purpose for which a lot or building or structure, or any combination thereof, is designed, arranged, occupied or maintained and when used as a verb, "used" shall have a corresponding meaning.

Zoning means the applicable Municipality of Dysart et al zoning by-law for the area in which the Short-Term Rental Accommodation is located.

## **2.0 PROHIBITIONS**

2.1 No Person shall offer, operate or permit an individual to offer and/or operate/Use a Short-Term Rental:

- a. without a Short-Term Rental Licence to do so issued under this By-law;
- b. under any other name than the one endorsed on their Short-Term Rental Licence;
- c. except in accordance with this By-law and the regulations set out in this By-law;
- d. while their Short-Term Rental Licence is under suspension; or
- e. except in accordance with the terms and conditions of their Short-Term Rental Licence.

2.2 No Person shall Market, operate, provide or allow the Use of a Short-Term Rental in:

- a. any Building or Structure other than a Habitable Room;

- b. any non-Building or Structure such as a motor vehicle, recreational vehicle, trailer, trailer – travel or tent, truck camper, tent or utility shed, etc.;
- c. an unlawful or illegal or non-Ontario Building Code compliant dwelling unit;
- d. community housing;
- e. a boat or vessel or floating accommodation as per O. Reg. 161/17 that is docked or moored within the frontage of a Lot;
- f. a Building, Structure or Dwelling where Short-Term Rentals have been prohibited under this section of the By-law;
- g. an Additional Residential Dwelling Unit or Accessory Residential Dwelling Unit or Second Unit; or
- h. any Building that is located wholly or partially on a municipally owned shore road allowance or any other publicly owned lands of the municipality without the permission on the Municipality.

2.3 No Person shall:

- a. transfer or assign a Short-Term Rental Licence; or
- b. provide mistaken, false or incorrect information in connection with anything done under this By-law; or
- c. obstruct or permit the obstruction of an inspection pursuant to this By-law.

2.4 No Person who is a Tenant of a Building shall offer, operate, permit or allow the Use of such Building to be offered and/or operated/used as a Short-Term Rental.

2.5 No Person shall use or operate or Use a Short-term Rental Premises for any Special Events other than offering the Premises for rent in accordance with a licence issued under this By-law.

2.6 No Person shall allow or Use a Short-term Rental Premises under their Ownership or care to be operated in contravention of this By-law or a Licence issued under this By-law.

2.7 No Licensee shall allow or Use a Short-Term Rental Premises to be operated in contravention of the site plan approved with the Short-term Rental Licence. For the purposes of this By-law, the reference to site plan does not refer or mean to be a site plan approved under Section 41 of the Planning Act.

2.8 No Licensee shall rent or offer for rent or allow the Use of any Guest Room or bedroom for more than two (2) Renters in a Short-term Rental Premises other than a Guest Room or bedroom that was identified as such on the floor plans submitted and approved with the Application for the Short-Term Rental Licence.

2.9 No Person shall violate the provisions of the Renter's or Licensee Code of Conduct as associated with this By-law.

2.10 The provisions of Section 2 shall not apply when the Premises is occupied by the Owner but the Dwelling Unit is not being operated, provided or allowed to be Used by Renters at the same time.

### **3.0 ADMINISTRATION AND ENFORCEMENT**

3.1 The Chief Building Official shall be deemed the Director for the purpose of Administering this By-law.

3.2 Officers and the Director shall be responsible for the enforcement of this By-law.

### **4.0 LICENSING REQUIREMENTS**

4.1 Every Application for a Short-Term Rental Licence and Short-Term Rental Licence renewal shall be made to the Director on the forms provided by the Director. Without limitation, every Application for a Short-Term Rental Licence or a Short-Term Rental Licence renewal shall submit a fully completed application form which also contains the following attachments:

- a. a certificate of insurance which includes a liability limit of no less than two million dollars (\$2,000,000.00) per occurrence for property damage or bodily injury. Such insurance policy must identify that a Short-Term Rental Accommodation is being operated on the Premises. The insurance coverage required herein shall be endorsed to the effect that the Municipality shall be given at least ten (10) days' notice in writing of any cancellation or material variation to the policy;
- b. A site plan, preferably referencing a plan of survey and fully dimensioned of the Short-Term Rental Premises, and shall include:
  - i. the location and dimensions of the required parking spaces. One Parking Space is required for every Guest Room or Bedroom,
  - ii. location of all buildings and structures on the land, including decks, patios & docks,
  - iii. location of municipally owned shore road allowance or any other publicly owned lands, hydro easements and right of way if applicable.
  - iv. septic and well locations if applicable;
- c. A Plan for Fire Safety;
- d. A photograph of the front and rear of the Short-Term Rental Premises;
- e. Proof of septic system maintenance, the following shall be required:
  - i. Sewage System Installation Report / Use Permit issued by Health Unit or Municipality, along with receipt of most recent septic tank pump out, or,
  - ii. Results of the most recent Sewage System Maintenance Inspection provided by the Municipality.

4.2 Fees for a Short-Term Rental Licence shall be calculated in accordance with Schedule A and shall be made at the time of submission.

## **5.0 GENERAL OBLIGATIONS OF A LICENSEE**

- 5.1 Short-term Rentals shall comply with all applicable Municipal By-laws and provincial legislation.
- 5.2 The maximum number of individuals permitted on a Premises or marketed for at any one time, shall be restricted to 2 individuals per Guest Room or Bedroom as stated in an approved Licence.
- 5.3 Notwithstanding 5.2, the maximum permitted occupancy of individuals per Guest Room or Bedroom may not be permitted if the existing septic system is determined by the Chief Building Official, or his/her designate, to be deficient to support the maximum permitted occupancy under Section 5.2.
- 5.4 The number of parked vehicles shall not exceed the maximum Parking Spaces available on the subject property as demonstrated on the Site Plan.
- 5.5 Parking Spaces indicated on the site plan shall be maintained as Parking Spaces, free from storage, snow or other debris that would restrict the use of the Parking Spaces.
- 5.6 The following information shall be posted in a prominent place in the interior of each Short-Term Rental, in a manner that is visible to Guests or Renters and made available for inspection:
  - a. Copy of the current Licence
  - b. Premises address (and phone number if applicable)
  - c. Type of access to the Premises, where one of the following must be checked:
    - i.  Year-round maintained public road
    - ii.  Seasonally maintained public road
    - iii.  Private road / Right-of-way
    - iv.  Water access
  - d. If the type of access to the Premises is not a year-round maintained public road, the following Emergency Services Statement must be posted:
    - "Due to this Short-Term Rental Premises not being accessible by a year-round maintained public road, emergency response times may be delayed to this location."
  - e. The name and contact information of the Licensee.

- f. The name and contact information of the Responsible Person for Emergency and By-law concerns.
  - g. Inspection results as per Section 6.3 of this By-law
  - h. Copy of the Site Plan associated with the Licence, with Parking Spaces and waste storage details.
  - i. A copy of the Renter's and Licensee Code of Conduct
  - j. Copy of the current Noise By-law
- 5.7 A class K or class ABC fire extinguisher shall be provided in any cooking area in a Short-Term Rental Premises, both indoor and outdoor, and a class ABC shall be provided on each floor of the Short-Term Rental.
- 5.8 An Owner, Owner's Agent, or Responsible Person shall respond within sixty (60) minutes to an emergency that involves, but is not limited to, a risk to health, safety or damage to property, or contravention of any applicable municipal By-law.
- 5.9 An Owner, Owner's Agent, or Responsible Person will attend the Short-term Rental Premises within twenty-four (24) hours of being notified of the occurrence as per 5.9 of this By-law.
- 5.10 Pursuant to Part IV of the *Municipal Act, 2001*, issued Licences, along with the licence details may be posted on the municipality's website.
- 5.11 A Short-term Rental Licence that has been issued pursuant to this By-law shall expire upon the earliest of the following events:
- a. The date that is one (1) year after the date of the issuance of the Licence; or
  - b. Upon the transfer of title to a Short-Term Rental Premises to a Person other than a Licensee.
- 5.12 Every Licensee who Markets a Short-Term Rental through the internet or an application shall include in any such marketing the Licensee's licence number.
- 5.13 Every Person who issues an invoice, contract, receipt or similar document related to a Short-Term Rental shall ensure that such document includes the Licensee's licence number.
- 5.14 Every Licensee shall at all times:
- a. Ensure that any Short-Term Rental, Short-Term Rental Premises, and its operations complies with the regulations contained in this By-law;
  - b. Notify the Director in writing within 10 days of any changes to the information provided under Section 4.0 of this By-law.
- 5.15 The provisions of this By-law shall not apply when the Short-term Rental is not rented.

## **6.0 ISSUANCE OF LICENCE AND GROUNDS FOR REFUSAL**

- 6.1 The Director shall receive and process all applications for Short-Term Rental Licences and for renewal of a Short-Term Rental Licence pursuant to this By-law.
- 6.2 The Director, in his or her sole discretion, may request comments from other departments or agencies in respect of the Short-Term Rental.
- 6.3 The Director may require an inspection of the Short-Term Rental Premises:
- a. Prior to making a determination on the Application; or
  - b. After the Licence is issued to verify the contents of the application from Section 4.0
- 6.4 The Director shall refuse to issue a licence in any of the following circumstances:
- a. If the Applicant has failed to provide all the information and/or documents required by Section 4.0 of this By-law, or if any of the information or documents provided are deficient with respect to the requirements of this By-law;

- b. If there are reasonable grounds to believe the Short-Term Rental does not meet any requirement of this By-law; or
  - c. If the criteria set out in Section 7.1 are not satisfied.
- 6.5 The Director may grant a Licence and may impose terms and conditions on a Licence in accordance with this By-law if, in the Director's opinion, such terms or conditions are reasonable and appropriate in order to maintain public health and safety, give effect to the intent of this By-law, or to promote compliance with this By-law.
- 6.6 A Licence issued under this By-law shall be valid for one calendar year from the date it is issued and shall be renewed from the anniversary of the date on which it was first issued.
- 6.7 Where a Licence is issued pursuant to this By-law, the Director shall assign a unique Licence Number to the Premises on which the Short-Term Rental is permitted to operate.

## **7.0 LICENCE SUSPENSION AND REVOCATION**

- 7.1 The Director shall have the authority to refuse to issue or renew a Licence, to revoke or suspend a Licence where:
- a. There are reasonable grounds to believe that the operation of a Short-term Rental at a specific Premises may be adverse to the welfare or well-being of the general public;
  - b. The Premises has had a Licence that has been previously revoked, suspended, or made subject to terms and conditions;
  - c. A Premises or Applicant applying for a Licence has presented a history of contravention with this By-law, the Renter's or Licensee Code of Conduct or other municipal by-laws;
  - d. The septic requirements applicable to the Short-Term Rental are not met, or cease to be met;
  - e. The Applicant has failed to provide access for inspection in accordance with Section 10.6;
  - f. The Owner is indebted to a municipality in respect of fees, fines, penalties, judgements, or any other amounts owing, including awarding of legal costs, disbursements, outstanding Property taxes and late payment charges, against an Owner's Property;
  - g. The Property to be used for the Short-Term Rental does not comply with applicable federal and provincial law and regulations or municipal by-laws, including, but not limited to, the Zoning By-law, Property Standards By-law, the Building Code Act, the Fire Protection and Prevention Act, and the Electricity Act.
- 7.2 Notwithstanding section 7.1 of this By-law, the Director may issue a Licence where a variance to this By-law has been approved by the Appeals Committee. The Appeals Committee, upon application of the Owner of a Premises permitting a Short-term Rental, may authorize such variance from the provisions of this By-law, in respect of the Owner's Premises as in its opinion is desirable for the appropriate use of the Premises and in the opinion of the Appeals Committee the general intent and purpose of the by-law is maintained. The decision of the Appeals Committee regarding the variance application, shall be final and binding.
- 7.3 The Director may revoke a Licence or refuse to issue or renew a Licence issued under this By-law in accordance with the following provisions:
- a. Prior to revoking a Licence or refuse to issue or renew a Licence, the Director shall send the Licensee notice of his or her intent to revoke, refuse to issue or refuse to renew the Licence. Such a notice shall state that the Licensee may deliver a response within 10 days of the date of the notice, and if no such response is received, the Director may proceed to revoke, refuse to issue or refuse to renew.
  - b. Where the Director receives a response in accordance with subsection a. above, the Director shall review and consider the response and make a decision as to whether to revoke, refuse to issue, or refuse to renew the Licence within 30 days of receiving the response.
  - c. The Director shall provide the Licensee notice of a final decision on revocation, issuance or renewal, and such decision shall be final and binding.



- 7.4 The Director, upon confirming a Licensee has received an emergency order issued under section 8.4 of this By-law, may, for the time and on such conditions as are considered appropriate, suspend a Licence for not more than 14 days.
- 7.5 The Director shall suspend a Licence for a minimum of 6 months, up to a term of 1 year where the total of all Demerit Points, as outlined in Section 14, respecting a Short-Term Rental Accommodation is three (3) or more.
- 7.6 The Director shall revoke a Licence permanently where the Short-Term Rental Accommodation receives an additional violation, as outlined in Section 14, while under suspension.
- 7.7 At any time, the Director may revoke a Licence if it was issued on mistaken, false or incorrect information or due to a technical or clerical error.

#### **8.0 ORDERS: GROUNDS FOR ISSUANCE**

- 8.1 Where an Officer has reasonable grounds to believe that a contravention of this By-law has occurred, the Officer may serve an order to the Licensee setting out the reasonable particulars of the contravention and directing:
- a. Compliance within a specified period of time;
  - b. Any work that is required to be done, and that in the event of a default of such work being done, the Officer may direct work to be done at the Licensee's expense, and the Municipality may recover the expense in the same manner as municipal taxes; or
  - c. The activity be discontinued.
- 8.2 An order under this By-law may require work to be done even though the facts which constitute the contravention of this By-law were present before this By-law came into force.
- 8.3 Service of any notice or order to a Licensee, directing the Licensee to bring the Premises into compliance, shall be carried out under the provisions in section 15 of this By-law.
- 8.4 When an Officer deems a violation under this By-law to pose an immediate risk to health or public safety, the requirements of Section 15 shall not apply, and an emergency order shall be issued by posting the order on the property requiring immediate action or other remediation. The Licensee shall comply with an emergency order within the period specified on the emergency order.
- 8.5 Where an Officer has placed or caused the placing of a placard containing the terms of an order upon the Premises under the authority of the Building Code Act or provisions within this By-law, no Person shall remove such placard except with the consent of the Officer who issued the order.
- 8.6 Once served upon a Licensee in accordance with the provisions of this By-law, an order shall remain in effect on a Premises until the order has been complied with.

#### **9.0 GROUNDS FOR APPEAL – LICENCES & ORDERS**

- 9.1 Where the Director has refused to issue a Licence, refused a renewal of a Licence, or has suspended or revoked a Licence, the Director shall notify the Applicant or Licensee setting forth the grounds for the decision with reasonable particulars and shall advise of the right to appeal such decision to the Appeals Committee.
- 9.2 An Owner/Agent, Applicant or Licensee affected by a decision under Section 9.1 may appeal to the Appeals Committee within fifteen (15) days after being served with the notice, by:
- a. Sending a written notice of appeal, setting forth the reasons for the appeal, by registered mail to the County Clerk or by delivering a notice of appeal to the County Clerk; and
  - b. Remitting payment of the Appeal Fee as per the County of Haliburton Fees & Charges By-law.

- 9.3 An emergency order issued on a Premises to a Licensee pursuant to this By-law may not be appealed.
- 9.4 Where no request for an appeal is received in accordance with subsection 9.2, the decision of the Director shall be final and binding.
- 9.5 Where a request for an appeal is received, the County Clerk shall fix a date and time for such appeal to be heard by the Appeals Committee, and the Owner/Applicant or Licensee shall be provided reasonable written notice of the time and place for such a meeting. A notice of hearing shall be delivered at least fifteen (15) days prior to the date and time for such hearing.
- 9.6 If the Owner/Agent or the Licensee fails to appear at the appointed time for their request to appeal, the Owner/Agent or Licensee will be charged a "Failure to Appear" fee as per the County of Haliburton Fees & Charges By-law.
- 9.7 At a hearing, the Appeals Committee shall receive a report, either verbally or in writing, from the Director and from such other officers or employees of the Municipality who may be involved in the matter.
- 9.8 At a hearing, the Owner/Agent, Applicant or Licensee, either personally or through an agent or solicitor, shall be afforded an opportunity to present such materials and evidence relevant to the matter before the Appeals Committee as he or she deems appropriate, and may ask questions of any person presenting evidence.
- 9.9 After such opportunity to be heard is afforded, the Appeals Committee shall make a decision. When making its decision, Appeals Committee may consider any matter pertaining this By-law, or other matter that relates to the general welfare, health or safety of the public. When making its decision, the Appeals Committee may refuse to issue or renew a Licence, revoke, suspend, or impose any condition to a Licence. Appeals Committee's decision is final and binding and shall not be subject to review.
- 9.10 Where the Appeals Committee conducts a hearing, the rules set out in the Statutory Powers Procedure Act, R.S.O. 1990, c. S.22 ("Statutory Powers Procedure Act") shall apply.
- 9.11 An appeal to the Appeals Committee pursuant to this Section 9.0 shall not act as a stay of the decision or order being appealed.

## **10 ENTRY AND INSPECTION**

- 10.1 The Director, an Officer, the Chief Building Official, By-law Enforcement Officer, Chief Fire Official or their designate(s) may, at any reasonable time, enter upon land, and, with a minimum of 15 days notice, enter into any buildings including a dwelling and Sleeping Cabin used or marketed for Short Term Rental use, for the purposes of carrying out an inspection, taking photographs and obtaining evidence for the purpose of determining compliance with this By-law. For the purpose of an inspection pursuant to this By-law, the Municipal official may:
  - a. require the production for inspection of any goods, equipment, books, records or documents used or to be used by the Owner, Licensee or Applicant under this By-law;
  - b. inspect and remove any documents or things relevant to the inspection for the purpose of making copies or extracts;
  - c. require information from any person concerning any matter related to the inspection; and
  - d. alone or in conjunction with a person retained by the Municipality, make examinations or take tests, samples, or photographs or video records of any matter related to the inspection.
- 10.2 Every Person shall permit the Director, an Officer, the Chief Building Official, By-law Enforcement Officer, Chief Fire Official or their designate(s) to inspect in accordance with 10.1 for the purposes of determining compliance with this By-law.

- 10.3 The Director, an Officer, the Chief Building Official, By-law Enforcement Officer, Chief Fire Official or their designate(s) may enter upon lands at any reasonable time to direct or require that a matter or thing be done, and in default of that matter or thing being done, to do such matter or thing in accordance with this By-law.
- 10.4 During any inspection carried out under this By-law, an Officer may be accompanied by other County or local municipal employees, Agents or authorities as deemed necessary.
- 10.5 The Municipality may undertake an inspection pursuant to an order issued under provisions of this By-law or Section 438 of the *Municipal Act, 2001*.
- 10.6 It is the responsibility of an Applicant to provide access for inspection in accordance with Section 6.3, and to have representation on site during the inspection. The Director shall provide a minimum of 15 days notice to the Applicant of the intent to complete an inspection.
- 10.7 Where a re-inspection requested by a Licensee to address violations under this By-law confirms the violation remains, the Licensee shall be liable to pay a "Non-compliance Re-inspection Fee" as per Schedule A of this By-law.

## **11. OBSTRUCTION**

- 11.1 No Person shall hinder or obstruct, or attempt to hinder or obstruct, any Person exercising a power or performing a duty under this By-law or under the *Municipal Act, 2001* in relation to this By-law.
- 11.2 No Person shall fail to identify themselves to the Director, Chief Building Official, By-law Enforcement Officer, Chief Fire Official or their designate(s) upon request in connection with any duty under this By-law or under the *Municipal Act, 2001* in relation to this By-law.

## **12 OFFENCE AND PENALTY**

- 12.1 Every person who contravenes any provision of this By-law, or fails to comply with an Order issued pursuant to this By-law, is guilty of an offence and liable to a fine of
- a. on a first offence, no more than \$50,000.00; and
  - b. on a second offence and each subsequent offence, not more than \$100,000,
- and such other penalties, as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended, and the Municipal Act, 2001, S.O. 2001, c. 25, as amended.
- 12.2 Where a corporation contravenes any provision of this By-law or fails to comply with an Order issued pursuant to this By-law, every director or officer of the corporation who commits, concurs, assents to, or acquiesces to such contravention is guilty of an offence, and on conviction, is liable to a fine of
- a. on a first offence, no more than \$50,000.00; and
  - b. on a second offence and each subsequent offence, not more than \$100,000,
- and such other penalties, as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended, and the Municipal Act, 2001, S.O. 2001, c. 25, as amended.
- 12.3 Upon conviction any penalty imposed under this By-law may be collected under the authority of the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended.
- 12.4 If a Person convicted of an offence for contravening a provision of this By-law or an order made under this By-law, the court in which the conviction has been entered, and any court of competent jurisdiction, thereafter, may order the person, to correct the contravention in such manner and within such period as the court considers appropriate.
- 12.5 In addition to any penalty otherwise provided for in this By-law, every person convicted of an offence under this By-law is liable to a fine of not more than \$10,000 for each day during which the offence continues.

### 13 COLLECTIONS OF UNPAID FINES

13.1 Pursuant to Section 441 of the *Municipal Act, 2001*, if any part of a fine for a contravention of this By-law remains unpaid after the fine becomes due and payable under Section 66 of the Provincial Offences Act, R.S.O. 1990, c P.33, including any extension of time for payment ordered under that Section, the municipal treasurer may give the Person against whom the fine was imposed a written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than 21 days after the date of the notice. If the fine remains unpaid after the final date specified in the notice, the fine is deemed to be unpaid taxes pursuant to Section 351 of the *Municipal Act, 2001* and may be added to the Owner's tax roll and collected in the same manner as Property taxes.

### 14 DEMERIT POINTS

14.1 Demerit points listed in the table below are used to calculate demerit points in accordance with Section 7.5 and 7.6 of this By-law.

14.2 Demerit points are calculated for each day the offence continues.

No.	By-law Section	Offence	Demerit Points
1	2.1	Operating STR without a Licence	3
2	2.2	Advertising STR without a Licence	3
3	2.5	Operating STR for Special Events	1
4	2.3(b)	Providing false information on STR application	3
6	2.7	Operating STR contrary to approved Site Plan	1
7	2.8	Renting rooms contrary to approved Licence	1
8	2.9	Violation of Renter's or Licensee Code of Conduct	1
9	4.1 (d)	Failure to pay Fees within prescribed timelines	1
10	5.2, 5.3	Exceed permitted Occupancy	1
11	5.2, 5.3	Second or subsequent offense for exceeding maximum Occupancy	2
12	5.4, 5.5	Parking contrary to approved Licence	1
13	5.6	Failure to post required documentation	1
14	5.7	Failure to provide fire extinguisher as required	1
15	5.8	Failure to respond within 60 minutes	2
16	5.9	Failure to attend Premises within 24 hours	1
17	5.14 (b)	Failure to notify of Licence changes within 10 days	1
18	8.1	Served an Order	1
19	8.1(a)	Fail to comply with Order within the specified period of time	2
20	8.1(c)	Fail to discontinue activity as specified by Order.	2
21	8.5	Removal of STR placard/order without consent	1
22	10.6	Fail to provide access for inspection	2
23	11.0	Hinder / Obstruct an Officer	3

14.3 Demerit points shall expire 3 years from the date they were issued.

## **15 SERVICE OF DOCUMENTS**

- 15.1 The Municipality may serve any document under this By-law Personally to the Person named on the notice, by email to the last known email address of the person to whom service is to be made, registered or regular mail addressed to the Person to whom the document is to be given at the Person's last known address.
- 15.2 Service by registered or regular mail under subsection 17.1 shall be deemed to have been made on the fifth day after the day of mailing.
- 15.3 A Person's last known address includes the address provided by the Person to the Municipality as identified in the property tax file.

## **16.0 DELEGATION**

- 16.1 Pursuant to Section 23.2 of the *Municipal Act, 2001*, Council hereby delegates to the Appeals Committee the power to make the final decision in respect of which a hearing was held, and it is the opinion of Council that this delegated power is of a minor nature. This delegation may be revoked by Council at any time.

## **17 SEVERABILITY**

- 17.1 In the event any provisions of this By-law are deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

## **18 LIABILITY**

- 18.1 The Municipality shall not be liable for any property damage or personal injury resulting from remedial action or remedial work undertaken with respect to any Person or property that is subject of this By-law.

## **19 SHORT TITLE**

- 19.1 This By-law shall be known as the "Short-Term Rental By-law".

## **20 EFFECTIVE DATE**

- 20.1 This By-law comes into effect on the 1<sup>st</sup> day of October, 2024.

BYLAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED this 27<sup>th</sup> day of February, **2024**.

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Murray Fearrey, Mayor

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Mallory Bishop, Clerk

**SCHEDULE "A" TO BY-LAW NO. 2024-14**

**FEES**

1. Annual Licence Fee per Short-Term Rental Premises	\$500.00
2. Non-Compliance Re-Inspection Fee	\$150.00
3. Change to Licence information required by Section 5.14 (b)	\$ 50.00