



Staff Report

Administration

Report To: Committee of The Whole
Meeting Date: October 28, 2019
Report Number: FAF.19.202
Subject: 2020 Licensing By-law and Municipal Administrative Penalty By-law
Prepared by: Shawn Everitt, CAO

A. Recommendations

THAT Council receive Staff Report FAF.19.202, entitled "2020 Licensing By-Law";

AND THAT Council receive the Draft Municipal licensing By-law and the Draft Municipal Administrative Penalties By-law;

AND THAT Council direct staff to initiate the Public Consultation Process for the Draft Municipal licensing By-law;

AND THAT Council direct staff to initiate the Public Consultation Process for the Draft Municipal Administrative Penalties By-law;

AND THAT Council direct staff to develop a workshop that provides a fulsome overview of the Short Term Rental Program, detailed Licensing process and the Administrative Penalty implementation and enforcement processes;

AND THAT Council direct staff to include a detailed staffing matrix for the Short Term Rental Property Licensing Process including detailed time tracking flow charts to determine program costs and options for revised user fees to be considered during the 2020 Budget deliberations;

AND THAT Council direct staff to include a detailed staffing matrix for a Municipal Tribunal Process including detailed time tracking flow charts to detail potential Tribunal revenue generation and Tribunal operational costs and options to be considered during the 2020 Budget deliberations;

AND THAT Council provide direction as to the preferred philosophy of the funding strategy of a Licensing program:

- Option 1- Full cost recovery
- Option 2 - % of cost recovery offset by taxation
- Option 3 - Full taxation

B. Overview

This report provides the initial release of the Draft Municipal Licensing By-law and the Draft Municipal Administrative Penalties By-law for information to members of Council, the Public and the Short Term Accommodation Industry.

C. Background

Town Staff with the assistance of Councilor Peter Bordignon have worked in consultation with the Rate Payers Association and members of the Short Term Accommodation industry over the past number of months on a comprehensive review of the existing By-law for Short Term Accommodations. As a result, staff has provided the Draft Municipal Licensing By law that is being proposed to will require the rescinding of the existing Short Term Accommodation By-law 2004-45 in its entirety.

The Licensing By-law as presented in Attachment 1 of this report, allows the Town to not only provide a clear and transparent By-law for Short Term Rental Properties, it also provides the ability to increase the range of License types if the Town wishes to create additional Licenses in the future.

In addition to the Licensing By-law, staff also introduces a proposed By-law to potentially allow for Comprehensive System of Administrative Monetary Penalties as outlined in Attachment 2 of this report that provides the ability for the Town to deal with Offences that contravene select Municipal By-laws in a formal Municipal Tribunal setting as opposed to the having this infraction tried in Provincial Offences Court.

D. Analysis

Town Staff have taken the approach to develop a new Draft Municipal Licensing By-law rather than revising the current Short Term Accommodation By-law. Staff acknowledge that this process has been extremely lengthy and has created a significant amount of frustration amongst a number of groups and individuals including Town staff and multiple Councils.

The move to a Municipal Licensing By-law allows for the Town to consider additional licensing regimes in the future and it also allows for the Short Term Rental Properties requirements to be set out in a very clear and transparent way of how Short Term Rental properties are controlled.

To provide an overview of the proposed Licensing By-law and the process that has been considered, and being presented to control short term rental of properties within the Town of The Blue Mountains the following information is being presented:

- 1) A pre-screening will be completed by Planning Staff to determine if the subject property can be considered for the potential use of a property for all Short Term Rentals;
 - a. This pre-screening includes a review being completed by member of the Town's Planning Staff. Typically a Planner 1 completes this review.

- b. Staff will be considering the addition of a pre-screening fee that currently does not exist. Staff time is required for the pre-screen review. The pre-screen is only required once per property.
 - c. If the pre-screen results in determining the use of the property is not permitted, the Planning Department will advise the property owner and By-law Department to ensure no further review is considered.
 - i. It is important to note that mapping is available on the Towns Website and is available to determine if the property can be considered for short term rental use.
- 2) If the pre-screen has confirmed that the subject property could be considered for use as a short term rental, Planning Staff will advise the property owner and the By-Law Enforcement Department that an Application could be considered if the property owner wishes to continue with the application process.
- 3) The application process will require the property owner to complete a significant amount of work to provide the following information for review by Town Staff;
 - a. A Site Plan prepared by a professional is required as part of the application submission
 - i. Site Plan must identify existing parking areas in scale and must only show parking on the subject property;
 - ii. Floor Plan showing actual existing Building Lay out
- 4) Once the application is deemed complete, the property owner will be advised that the application process has commenced. Once the Application review has been considered, an inspection of the Subject Property will be scheduled to ensure all information provided through the application is consistent with the actual property and building information.
 - a. This inspection currently has a fee of \$75.00. Staff will be considering the fee and have initiated a full cost recovery review of the inspection process.
- 5) Staff will complete the initial inspection that the License application for a Short Term Rental Property has triggered. This inspection will consider all the elements of the property including fire and life safety, general review of the information provided through the table top review such as number of bedrooms, entrance and exit locations, general confirmation of areas identified for parking and confirmation of all required landscaping, etc.
 - a. Additional site inspections may be required if structural or building concerns have been identified as a result of the initial inspection that may require further inspection from Building Department Staff. (Additional fees would be applied for an inspection completed by Building Department staff).
- 6) Once the on-site inspection has been completed, a full report completed by Staff to issue clearance of the application moving forward or detailed deficiencies that have been identified that require an additional inspection(s).
- 7) Once By Law staff have been provided with all required clearances specific to the application (new and renewal), and confirmation that all fees have been collected and no outstanding balances with the municipality are listed under the subject property, the License issuance process would be initiated.

- 8) It is being suggested for consideration by Council that a Business License could be implemented and would be supplied (a fee to be considered) to the property owner that confirms the zoning and use conforms to the Towns zoning.
- 9) In addition to the Business License, the appropriate License for a Short Term Accommodation use could be issued.
- 10) Both the Business License and the Short Term Accommodation License could also be considered for one year terms. Currently Short Term Accommodation Licenses are issued for two years. This review will be completed through the Public meeting and future consultation process.

Proposed Municipal Licensing By-law

The major change from the current Short Term Accommodation By-law to the proposed Licensing By-law is how the By-law is laid out.

First, the proposed Licensing By-law breaks out Short Term Rentals into five types. The separation into categories will help provide clarity specifically in regards to the requirements in certain areas of the town and the types of licensed Short Term rental properties. Currently, the Town has one License type for Short Term Accommodation.

Secondly, the inclusion of Bed & Breakfasts (B & B's) and Commercial Rental Units (CRU's) into the Licensing regime will assist in tracking the properties and units that currently operate as rental units. The proposed By-law will assist in providing clear differences in what the specific property rental is rented and is operating as.

The Draft Municipal Licensing By-law proposes the following types for Short Term property rentals;

Type A - For properties that are located within the identifiable exemption areas identified for Short Term Rental use.

Type B - For properties that are located outside of the exemption areas identified for Short Term Rental use.

Type C - For properties that have been provided Legal non-conforming use for Short Term Rental use of the property

Type D - For Bed and Breakfast establishments that have been approved through the required Planning process.

Type E - For Short Term Rentals that are required to be a member of a fully centralized rental company.

The requirements of each type of License are fully detailed in Schedule C, Schedule D, Schedule E, Schedule F and Schedule G are outlined in attachment 1 in this Report.

Suggested Time Line that has been proposed by Staff as follows.

Date	Meeting Type	Staff Report/Action
October 28, 2019	Committee of the Whole	
November 13, 2019	Council Meeting	Approve Staff report FAF.19.202
		Advertise Public Meeting (minimum 21 days)
December 16, 2019	Council Meeting	Public Meeting
January 2020	Committee of the Whole	Staff Report for follow up to the Public Meeting
January 2020	Workshop	Detailed description of the Short Term Rental Program
January 2020	Council Meeting	Endorsement of Committee of the Whole Staff Report
January 2020	Budget Deliberations	Consideration of staffing needs and Fees and Charges
February 2020	Committee of the Whole	Request to Establish By-laws and consider final proposed Fees and Charges
March 2020	Council	Implementation of By-laws and Budget approval
April/May 2020		Implementation and Enforcement of New Licensing By-law

Schedule not yet set due to procedural by-law review and potential impacts to changes to Council schedule

In addition, during 2020 Budget deliberations Council may wish to provide early approval to the Short Term Rental Property Program including consideration of staffing and resource needs to deliver level of service set by Council that will be considered in a future report to Council as outlined in Staff Report FAF.19.204 "Establishing a Corporate Legal Services Department" being considered at the October 28, 2019 Committee of Whole concurrently to this staff report.

E. The Blue Mountains Strategic Plan

Goal #1: Create Opportunities for Sustainability

Objective #1 Retain Existing Business

Objective #2 Attract New Business

Objective #3 Promote a Diversified Economy

Objective #5 Improved Visibility and Local Identity

Goal #2: Engage Our Communities & Partners

Objective #1 Improve External Communication with our Constituents

Objective #3 Strengthen Partnerships

Goal #3: Support Healthy Lifestyles

Objective #1 Promote the Town as a Healthy Community

Objective #3 Manage Growth and Promote Smart Growth

Objective #4 Commit to Sustainability

Goal #4: Promote a Culture of Organizational & Operational Excellence

Objective #2 Improve Internal Communications Across our Organization

Objective #3 To Consistently Deliver Excellent Customer Service

Objective #4 To Be a Financially Responsible Organization

Objective #5 Constantly Identify Opportunities to Improve Efficiencies and Effectiveness

Goal #5: Ensure Our Infrastructure is Sustainable

Objective #3 Implement Best Practices in Sustainable Infrastructure

Objective #4 Ensure that Infrastructure is Available to Support Development

F. Environmental Impacts

The addition of a Municipal Licensing Regime will encourage and support appropriate and sustainable community programs.

G. Financial Impact

By way of this report, Staff are providing full disclosure and are providing the information to Council, members of the Public and the Short Term Accommodation Industry that the Draft By-laws attached to this report does anticipate additional staff resources and look to Council to provide guidance as to how funding strategies for Licensing programs are to be considered for instance;

- Full cost recovery
- % of cost recovery offset by taxation
- Full taxation

Additional consideration of cost relating to the town establishing a Municipal Tribunal to deal with offences of certain Municipal By-laws.

H. In consultation with

Councillor Bordignon

Senior Management Team

By Law Enforcement

Planning Staff

I. Public Engagement

The topic of this Staff Report has been subject to a number of Public Meetings and previous staff reports. Those who provided comments at the Public Meetings including anyone who has asked to receive notice regarding this matter, has been provided notice of this Staff Report.

J. Attached

1. Municipal Licensing By-law
2. Municipal Administrative Penalty By-law

Respectfully Submitted,

Shawn Everitt
Chief Administrative Officer

For more information, please contact:

cao@thebluemountains.ca

519-599-3131 extension 234

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

BY-LAW 2019 - XX

BEING A BY-LAW TO REGULATE AND LICENSE BUSINESSES IN THE TOWN OF THE BLUE MOUNTAINS AND TO REPEAL BY-LAWS 2013-50 and 2014-045

WHEREAS Section 8 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended hereinafter referred to as the "*Municipal Act*" provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising the authority under the Act;

AND WHEREAS Section 8 (3) of the *Municipal Act*, authorizes a municipality to provide for a system of licences;

AND WHEREAS Section 9 of the *Municipal Act*, provides that Section 8 and Section 11 shall be interpreted broadly so as to confer broad authority on municipalities to:

- a) enable municipalities to govern their affairs as they consider appropriate; and
- b) enhance their ability to respond to municipal issues;

AND WHEREAS Section 11 (2), paragraph 6 of the *Municipal Act*, authorizes a municipality to pass a by-law respecting the health, safety and well-being of persons;

AND WHEREAS Section 151 of the *Municipal Act*, provides that a municipality may provide for a system of licences with respect to a business and may:

- (a) prohibit the carrying on or engaging in the business without a licence;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (d) impose special conditions on a business in a class that have not been imposed on all the businesses in that class in order to obtain, continue to hold or renew a licence;
- (e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence; and
- (f) licence, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it;

AND WHEREAS Section 434.1 of the *Municipal Act*, provides that a municipality may require a person to pay an Administrative Monetary Penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the *Municipal Act*;

AND WHEREAS Section 23.1 of the *Municipal Act*, authorizes a municipality to delegate its powers and duties;

AND WHEREAS the Council of the Corporation of the Town of The Blue Mountains deems it necessary and expedient to regulate and license the Short Term Rental of Property in the Town of The Blue Mountains;

NOW THEREFORE the Council of the Corporation of the Town of The Blue Mountains enacts as follows:

1. DEFINITIONS

1.1 In this By-law:

"**Administrative Monetary Penalty**" means a monetary penalty imposed and as set out in By-law 2019- XXX, as amended for a contravention of this By-law;

“Agent” means a **Person** authorized in writing by an **Owner** to act on the **Owner(s)** behalf;

“Applicant” means a **Person** who files an application for a **licence**;

“Bedroom” means a room or area used, designed, equipped or intended for sleeping;

“Bed and Breakfast Establishment” or **“BB”** means a **building** used as a residence that operates or offers no more than three guest rooms as places or temporary residence, lodging or occupancy by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement throughout all or any part of a calendar year and that is the **principal residence** of the establishment’s proprietor. Bed and Breakfast Establishment shall not mean or include motel, hotel, short term accommodation, tourist cabin or cottage, hospital or similar commercial or institutional uses;

“Building” means a structure occupying an area greater than 10 square metres consisting of a wall, roof and floor or any of them, or a structural system serving the function thereof, including all plumbing, works, fixtures and services system appurtenant thereto;

“Chief Administrative Officer” means the Chief Administrative Officer for the **Town** or any **Person** designated by the Chief Administrative Officer;

“Clerk” means the Clerk for the **Town** or any **Person** designated by the Clerk;

“Commercial Resort Unit” or **“CRU”** means one room or a group of rooms in a **building** used or designed or intended to be used as a single, independent and separate housekeeping establishment:

- a) In which food preparation and sanitary facilities are provided for the exclusive use of such occupants;
- b) Which has a private entrance from a common hallway either inside or outside the **building**;
- c) Which is part of a rental or lease management program which consists of a minimum of ten commercial resort units in one or more **buildings**;
- d) In which the maximum habitation per housekeeping unit is restricted to 120 days per year; and,
- e) Which has been established to provide accommodation for gain or profit, but does not mean or include a residential dwelling unit, a hotel unit, a motel unit, an inn unit, a lodge unit, a short term accommodation unit, a dormitory unit or a hostel unit.

“Council” means Council for the **Town**;

“Director of Planning and Development Services” means the Director of Planning and Development Services for the **Town** or any **Person** designated by the Director of Planning and Development Services or any **Person** designated by the **Chief Administrative Officer**;

“Dwelling Unit” means a suite operated as a housekeeping unit, used or intended to be used by one or more **persons** and usually containing cooking, eating, living, sleeping and sanitary facilities;

“Exception Area” means a specific area of the **Town** as designated in **Town’s Zoning By-law**;

“Fire Chief” means the Fire Chief for the **Town** or any **Person** designated by the Fire Chief;

“Licence” means a licence issued by the **Town** pursuant to this By-law;

“Licence Issuer” means a **Town** employee delegated authority by the **Chief Administrative Officer** as the **Person** responsible for issuing a **Licence**;

“Licence Number” means a number assigned to a **Licence** by the **Town**;

“Licensee” means a **Person** issued a current valid **licence** pursuant to this By-law;

“Maximum Occupancy” means the maximum number of occupants permitted on the **premises**;

“Officer” means a police officer, municipal law enforcement officer, the **Fire Chief**, Chief Building Official or other **Person** appointed by by-law to enforce the provisions of this By-law;

“Owner” means the registered owner of the lands or **premises** or his or her authorized **agent** that is in lawful control of the lands or **premises**;

“Parking Management Plan” means a plan completed by a licensed professional engineer, architect or landscape architect or equivalent which shall include:

- (a) the scale of the drawings in metres;
- (b) the area that is designated for the parking of vehicles;
- (c) the size of each parking space;
- (d) the location of all driveways and access to the **premises**; and
- (e) the lot lines of the **premises**, including dimensions of the **premises**.

“Person” includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative;

“Premises” means land, **property** or any part thereof including any and all **buildings** or other structures thereon;

“Principal Residence” means a person’s permanent lodging place to which, whenever absent he or she intends to return;

“Property” means a parcel of land which is capable of being legally conveyed;

“Property Management Plan” means a plan that identifies the location and dimensions of the self enclosed **building**, structure or container for the storage and disposal of garbage and waste on the **premises** and outlines those measures to be taken and implemented by the **Licensee** to achieve compliance with the **Town’s**:

- (a) Property Standards By-law;
- (b) Waste Collection By-law;
- (c) Noise By-law; and
- (d) Any other property maintenance by-law adopted by **Council**;

“Rental or Lease Management Program Representative” means an individual designated by a **Licensee** of a **CRU – Type E Licence**;

“Renter” means the **Person** responsible for the rental of the **premises** by way of concession, permit, licence, rental agreement or similar commercial arrangement;

“Renter’s Code” means a document prepared by the **Owner** that:

- (a) sets out the roles and responsibilities of a **Renter** including behavior expectations as they relate to causing a disturbance;
- (b) provides a written warning related to the making of a disturbance;
- (c) identifies the **Town** by-laws and the provisions of the **Town** by-laws to be complied with;
- (d) includes the **Parking Management Plan**.

“Responsible Person” means a **Person** designated by a **Licensee** who is over the age of eighteen (18);

“Short Term Rental Property Unit” or **“STRPU”** means a **building** or structure or any part thereof being used for the habitation of tenants of that temporary residence, lodging or occupancy by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement for any period less than thirty (30) consecutive calendar days, throughout all or any part of a calendar year;

“STRPU - Type A” means a **Licence** for a **Short Term Rental Property Unit** in an **Exception Area** in the **Town’s Zoning By-law**;

“STRPU - Type B” means a **Licence** for a **Short Term Rental Property Unit** outside an **Exception Area** in the **Town’s Zoning By-law**;

“STRPU - Type C” means a **Licence** for a **Short Term Rental Property Unit** for a legal non-conforming **Short Term Rental Property Unit**;

“BB - Type D” means a **Licence** for a **Bed and Breakfast Establishment**;

“CRU - Type E” means a **Licence** for a **Commercial Resort Unit**;

“Town” means the Corporation of The Town of The Blue Mountains or the land within the geographic limits of the Corporation of The Town of The Blue Mountains as the context requires;

“Zoning By-law” means any by-law administered by the **Town** passed pursuant to Section 34 of the Planning Act or a successor thereof, as may be amended from time to time.

2. APPLICATION AND GENERAL

2.1 This by-law shall apply throughout the whole of the **Town**.

2.2 This by-law may be referred to as the “Licensing By-law”.

2.3 No **Person** shall own, operate or carry on any business identified in Table 1 of Schedule A without a current valid **licence**.

2.4 No **Person** shall own, operate or carry on a business other than in accordance with the terms and conditions of a **licence**, the terms and conditions of this By-law and this By-law.

2.5 No **Person** shall advertise, promote, broker, or offer for rent or lease a **Short Term Rental Property Unit** without a current valid **licence**.

2.6 No **Person** shall advertise, promote, broker, or offer for rent or lease a **Bed and Breakfast Establishment** without a current valid **licence**.

2.7 No **Person** shall advertise, promote, broker, or offer for rent or lease a **Commercial Resort Unit** without a current valid **licence**.

2.8 No **Person** shall alter or modify or permit the alteration or modification of a **licence**.

2.9 No **Person** shall use, or attempt to use a **licence** issued to another **Person**.

2.10 No **Person** shall own, operate or carry on any business in any other name other than in the name that appears on the **licence**.

2.11 Every **Person** who knowingly makes a false statement in an application, declaration, affidavit or paper writing required by this By-law or the **Town** is guilty of an offence.

- 2.12 No **Person** who is issued a **licence** pursuant to this By-law shall contravene any provision set out in this by-law, any other municipal by-law, federal or provincial Act, Statute, or any other legislation applicable to a licensed **premise**.
- 2.13 No **Person** shall remove an order or placard posted on a **premise** under this By-law, except an **Officer**.
- 2.14 No **Person** shall own, operate or carry on a business while a **licence** is under an administrative suspension.

3. APPLICATION FOR A LICENCE

- 3.1 A **Person** making an application for a **licence** or for a renewal of a **licence** shall submit:
- (a) a complete application in the form provided by the **Town**;
 - (b) when applicable, the Business Name Registration and/or Articles of Incorporation obtained from the applicable provincial or federal Ministry;
 - (c) all required documents, and obtain all required approvals and inspections as outlined in the applicable Schedule to this By-law have been obtained from the appropriate authority having jurisdiction to the satisfaction of the **Town**;
 - (d) any other documents as may be required by the **Town** to the satisfaction of the **Town**;
 - (e) the required **licence** application fee, approval and inspection fees.
- 3.2 Acceptance of a **licence** application does not constitute approval of the application or oblige the **Town** to issue a **licence**.
- 3.3 A **licence fee** shall be paid by a **person** at the time the **licence** is issued by the **Licence Issuer**.

4. LICENCES

- 4.1 The **Licence Issuer** is hereby delegated authority to issue a **licence** in accordance with the provisions of this By-law and the applicable Schedule(s) to this By-law.
- 4.2 The **Licence Issuer** is hereby delegated authority to impose additional terms and conditions on a **licence** that in the opinion of the **Licence Issuer** are reasonable and taking into consideration:
- (a) the health, safety and well-being of **Persons**;
 - (b) the impact on a neighbouring **property** or neighbouring **property owner**;
 - (c) the past conduct of an **applicant** or **licensee**.
- 4.3 A **licence** issued by the **Town** is non-refundable is not transferable.
- 4.4 A **licence** issued pursuant to this By-law is valid for a period of time as outlined in the applicable Schedule(s) to this By-law.
- 4.5 Every **licence** shall remain at all times the property of the **Town** and no **Person** shall enjoy a vested right in any **licence** or the continuance of any **licence**.
- 4.6 A **licence** shall be issued by the **Licence Issuer**:
- (a) upon the requirements of this By-law being met;
 - (b) upon submission of the documents to the **Town's** satisfaction as required by this By-law and as outlined on the applicable Schedule(s) to this By-law;
 - (c) upon obtaining the required approvals and inspections to the **Town's** satisfaction as required by this By-law and as outlined on the applicable Schedule(s) to this By-law;

- 4.7 The **Licence Issuer** shall not issue a **licence** if the **owner(s)** or **applicant(s)** have any outstanding fines, penalties, legal costs, disbursements, property taxes and late payment charges owing to the **Town** for the **property** subject to the **licence** application.
- 4.8 A **STRPU – Type A, STRPU – Type B, STRPU – Type C, and a BB - Type D Licence** shall only be issued by the **Licence Issuer** to the registered owner of the **property**.
- 4.9 A **CRU - Type E Licence** shall only be issued by the **Licence Issuer** in the name of the **Rental or Lease Management Representative** and the sole proprietor, corporation, partnership or limited partnership that the **Rental or Lease Management Representative** is employed by or acting on behalf of.
- 4.10 A **STRPU – Type C Licence** may only be issued by the **Licence Issuer** where the **applicant** has a current valid **licence** issued under the previous licensing by-law.
- 4.11 A **Licence** issued for a **STRPU – Type A, STRPU – Type B, STRPU – Type C, BB-Type D and CRU – Type E** shall include the following:
- (a) The municipal address;
 - (b) **Licence Number**;
 - (c) Effective date and Expiry date of the **Licence**;
 - (d) **Licensee** name and contact information;
 - (e) **Responsible Person** name and contact information;
 - (f) in the case of a **CRU – Type E Licence** the name and contact information of the **Rental or Lease Management Program Representative**.

5. LICENCE – TERMS AND CONDITIONS

- 5.1 A **licence** is subject to the terms and conditions of this By-law and the terms and conditions as set out in the applicable Schedule(s) to this By-law.
- 5.2 A **licensee** shall notify the **Town** within fifteen (15) days of any changes to the:
- (a) business name;
 - (b) location of the business **premises**;
 - (c) ownership of the business
- and such changes shall be subject to submission of the necessary documentation to the **Town**.
- 5.3 A **licensee** shall be responsible for the act(s) and omission(s) of its employees, representatives and **agents** in the carrying on of the business in the same manner and to the same extent as though the **Licensee** did the act(s) or omission(s).
- 5.4 Any record required by this By-law shall be produced by the **Licensee** upon request of an **Officer**.

6. LICENCES – ADMINISTRATIVE SUSPENSIONS

- 6.1 Where the **Licensee's** policy of liability insurance expires, is cancelled, or is otherwise terminated, then the applicable **licence** shall be automatically suspended effective on the date of such expiration, cancellation, or termination and shall remain so until such insurance has been reinstated.

- 6.2 An administrative suspension of a **licence** without a hearing shall be imposed for:
- (a) Fourteen (14) days if the **Licence Issuer** is satisfied that the continuation of the business poses an immediate danger to health and safety of any **person** or to any **premises** or in accordance with Section 7. Before any suspension is imposed, the **Town** shall provide the **licensee** with the reasons for the suspension, either orally or in writing, and an opportunity to respond to them.
- 6.3 An administrative suspension imposed under Section 6.2 may be imposed on such conditions as the **Licence Issuer** considers appropriate.

7. LICENCES – GROUNDS FOR REFUSAL, REVOCATION OR SUSPENSION

- 7.1 An **applicant** or **licensee** is entitled to a **licence** upon meeting the requirements of this By-law except where:
- (a) the past or present conduct of any **person**, including the officers, directors, employees or agents of a corporation affords reasonable cause to believe that the **person** will not carry on or engage in the business in respect of which the application is made in accordance with the law or with honesty or integrity; or
 - (b) the **applicant** or **licensee** has past breaches or contraventions of any law or any provision of this By-law or any other municipal by-law or Provincial or Federal Statute associated with the carrying on of such business; or
 - (c) the **applicant** or **licensee** has failed to pay an **administrative monetary penalty** imposed by the **Town** or a fine or fines imposed by a Court for convictions for breach of this or any other **Town** by-law or provincial offence related to the licensed **premise**; or
 - (d) the **applicant** or **licensee** has failed to comply with any term, condition or direction of the **Licence Issuer** or **Officer** or has failed to permit any investigation by the **Licence Issuer** or **Officer**; or
 - (e) the **applicant** or **licensee** has failed to comply with the requirements set out in this By-law or any of the applicable Schedules to this By-law; or
 - (f) the issuing of a **licence** would be contrary to the public interest with respect to health and safety, consumer protection, or nuisance control; or
 - (g) the **applicant** or **licensee** has submitted an application or other documents to the **Town** containing false statements, incorrect, incomplete, or misleading information; or
 - (h) the **applicant** or **licensee** is carrying on or engaging in activities that are, or will be, if the **applicant** or **licensee** is licensed, in contravention of this By-law, or any other applicable law; or
 - (i) the **applicant** or **licensee** has not paid the required **licence** fees; or
 - (j) the **applicant** or **licensee** has accumulated 10 demerit points; or
 - (k) the **applicant** or **licensee** or **owner** has outstanding fines, penalties, legal costs, disbursements, property taxes and late payment charges owing to the **Town** for the subject **property**.
- 7.2 The **Licence Issuer** may revoke, suspend, refuse to issue, or refuse to renew a **licence**, where the **applicant** or **licensee** would not be entitled to a **licence**, or to the renewal of a **licence**, on any grounds set out in this By-law.
- 7.3 Where the application for a **licence** has been revoked, suspended or cancelled, the fees paid by the **applicant** or **licensee**, in the respect of the **licence**, shall not be refunded.
- 7.4 Where a **licence** has been revoked, suspended, or cancelled the **licensee** shall return the **licence** to the **Licence Issuer** within two (2) days of service of the notice of the decision.

- 7.5 When a revoked, suspended or cancelled **licence** has not been returned, an **Officer** may enter upon the **premises** excluding entry into a **dwelling unit** for the purpose of receiving, taking or removing the said **licence**.

8. LICENCES – GROUNDS FOR REFUSAL, REVOCATION OR SUSPENSION – TERMS AND CONDITIONS – RIGHT TO A HEARING

- 8.1 With the exception of Section 6, before a **licence** is refused, revoked, suspended, cancelled or issued with terms or conditions, written notice shall be given to the **applicant** or **licensee**.
- 8.2 Notice shall be served to the **applicant's** or **licensee's** last known address or email address filed with the **Town** and shall:
- (a) contain sufficient information to specify the nature of, or reason for, any recommendation;
 - (b) inform the **applicant** or **licensee** of entitlement to a hearing before the Licensing Appeal Committee, if a request in writing for a hearing is returned to the **Clerk** within fifteen (15) days after the date of service of the notice; and
 - (c) inform the **applicant** or **licensee** that if no written request is received, the Licensing Appeal Committee may proceed and make any decision with respect to the **licence**.
- 8.3 On receipt of a written request for a hearing from an **applicant** or **licensee**, the **Clerk** shall:
- (a) schedule a hearing; and
 - (b) give the **applicant** or **licensee** notice of the hearing at least twenty (20) days prior to the hearing date; and
 - (c) post notice of the hearing on the **Town's** website at least twenty (20) days prior to the hearing date.
- 8.4 Service of any notice on the **applicant** or **licensee** under this by-law shall be made by personal delivery, ordinary mail or email transmission. The notice shall be deemed to have been served on the seventh (7th) day after the day of mailing or on the date of personal service or on the date the email is sent.

9. ESTABLISHMENT OF LICENSING APPEAL COMMITTEE

- 9.1 **Council** is hereby established as the Licensing Appeal Committee and shall hear and render decisions regarding the refusal, revocation or suspension of a **licence**, and the imposing of terms and conditions on a **licence**.
- 9.2 The decision of Licensing Appeal Committee shall be final and binding.

10. HEARING PROCESS

- 10.1 The provisions of the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended, shall apply to all hearings conducted under this By-law.
- 10.2 A hearing shall be held in public, unless determined otherwise in accordance with the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended, and the Licensing Appeal Committee shall hear the **applicant** or **licensee** and every other **person** who desires to be heard, and the Licensing Appeal Committee may adjourn the hearing or reserve its decision.
- 10.3 No decision of the Licensing Appeal Committee is valid unless it is concurred in by the majority of the members of the Licensing Appeal Committee that heard the matter, and the decision of the Licensing Appeal Committee, shall be in writing and shall set out the reasons for the decision, and shall be signed by the members who concur in the decision.

- 10.4 Any authority or permission granted by the Licensing Appeal Committee may be for such time and subject to such terms and conditions as the Licensing Appeal Committee considers advisable and as are set out in the decision.
- 10.5 When a **person** who has been given written notice of a hearing does not attend at the appointed time and place, the Licensing Appeal Committee may proceed with the hearing in his absence, and the **person** shall not be entitled to any further notice of the proceedings.
- 10.6 The **Clerk** shall no later than ten (10) days from the making of the decision send one (1) copy of the decision to:
- (a) the **applicant** or **licensee**;
 - (b) each **person** who appeared in **person** or by Counsel or by Agent at the hearing and who filed with the **Clerk** a written request for notice of the decision.

11. DEMERIT POINT SYSTEM

- 11.1 The Demerit Point System established on Schedule B to this By-law shall be used in the consideration of the issuing, issuing with conditions, suspension, refusal to issue and revocation of a **licence**.
- 11.2 A **Licensee** shall accumulate demerit points as outlined in Column 3 of Schedule B for a violation of this By-law as outlined in Columns 1 and 2 on Schedule B as a result of an **administrative monetary penalty** imposed by the **Town** or a fine or fines imposed by a Court for convictions for breach of this By-law.
- 11.3 Demerit points accumulated by a **Licensee** shall remain in place against the **Person** for a period of two (2) years from the date the demerit points were imposed.

12. FEES

- 12.1. The fees for any **licence** application, inspections and approvals required pursuant to this By-law shall be as prescribed in the **Town's** Fees and Charges By-law and is payable upon submission of an application.
- 12.2. The fees for any **licence** to be issued pursuant to this By-law shall be as prescribed in the **Town's** Fees and Charges By-law and are payable upon the issuing of a **licence**.

13. ORDER TO DISCONTINUE

- 13.1 Where an **Officer** has reasonable grounds to believe that a contravention of this By-law has occurred, the **Officer** may make an Order requiring the **person** who contravened this By-law, or who has caused or permitted the contravention, or the **owner** or **licensee** of the **premises** on which the contravention has occurred, to discontinue the contravening activity.
- 13.2 An Order under section 13.1 shall set out:
- (a) reasonable particulars of the contravention adequate to identify the contravention;
 - (b) the location of the **premises** on which the contravention occurred; and
 - (c) the date by which there must be compliance with the Order.

- 13.3 An Order to discontinue a contravening activity made under this section may be served personally, registered mail to the last known address or by email transmission to:
- 13.3.1 the **person** the **Officer** believes contravened this By-law; and
 - 13.3.2 such other **persons** affected by the Order as the **Officer** making the Order determines.
- 13.4 The Order shall be deemed to have been served on the seventh (7th) day after the date of mailing or on the date of personal delivery or email transmission.
- 13.5 An **Officer** who is unable to effect service of an Order pursuant to this By-law shall place a placard containing the Order in a conspicuous place on the **premises** and the placing of the placard shall be deemed to be sufficient service. The placing of the placard contained the Order shall be deemed to be served on the date of placing the placard.
- 14. ENFORCEMENT AND PENALTY PROVISIONS**
- 14.1 The enforcement of this By-law shall be conducted by an **Officer**.
- 14.2 An **Officer** may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not:
- (a) the By-law is complied with;
 - (b) the **licence**, or the term or condition of a **licence**, or the term or condition of this By-law is complied with;
 - (c) the approved plans are complied with;
 - (d) a direction or order made under the *Municipal Act, 2001*, or this By-law is complied with.
- 14.3 For the purposes of an inspection under this By-law, an **Officer** may:
- (a) require the production for inspection of documents or things 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 information from any **person** concerning a matter related to the inspection; and
 - (d) alone or in conjunction with a **person** possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
- 14.4 All documents and records shall be kept in a good and business-like manner for review by the **Officer** at their request.
- 14.5 A receipt shall be provided for any document or thing removed under this By-law and the document or thing shall be promptly returned after the copies or extracts are made.
- 14.6 A sample taken under this By-law shall be divided into two parts, and one part shall be delivered to the **person** from whom the sample is taken, if the **person** so requests at the time the sample is taken and provides the necessary facilities.
- 14.7 If a sample is taken under this By-law and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the **person** from whom the sample was taken.

14.8 Every **person** who contravenes any provision of this By-law and every director or officer of a corporation, who knowingly concurs in the contravention by a corporation is guilty of an offence and upon conviction is liable to:

- (a) on a first offence, to a fine not more than \$50,000.00; and
- (b) on a second offence and each subsequent offence, to a fine of not more than \$100,000.00

14.9 Every **person** who is issued a Part 1 offence notice or summons and is convicted is guilty of an offence under this By-law shall be subject to a fine, to a maximum as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended.

14.10 No **person** shall hinder or obstruct, or attempt to hinder or obstruct, any **Officer** exercising a power or performing a duty under this By-law.

14.11 Every **person** who is alleged to have contravened any of the provisions of this By-law, shall identify themselves to an **Officer** upon request, failure to do so shall be deemed to have hindered or obstructed an **Officer** in the execution of his or her duties.

14.12 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.

14.13 If a **person** is convicted of an offence under this By-law, the court in which the conviction has been entered and any court of competent jurisdiction may, in addition to any other remedy and to any penalty imposed, make an order prohibiting the continuation or repetition of the offence by the **person** convicted.

15. ADMINISTRATIVE MONETARY PENALTIES

15.1 Administrative Monetary Penalty By-law 2019-XXX, as amended, applies to this By-law.

15.2 Every **Person** who contravenes a provision of this By-law shall upon the issuing of a Penalty Notice under **Administrative Monetary Penalty** By-law 2019-XXX is liable to pay the **Town** an **Administrative Monetary Penalty** in the amount set out it in the **Administrative Monetary Penalty** By-law 2019-XXX.

16. SEVERABILITY

16.1 If a court of competent jurisdiction declares any section or part of this By-law invalid, it is the intention of **Council** of the **Town** that the remainder of this By-law shall continue in force unless the court makes an order to the contrary.

17. SINGULAR AND PLURAL USE

17.1 In this By-law, unless the context otherwise requires words importing the singular shall include the plural and use of the masculine shall include the feminine, where applicable.

18. SCHEDULES

18.1 The Schedules attached to this By-law form part of this By-law.

19. REPEAL

19.1 That By-laws 2013-50 and 2014-045 and all amendments thereto are hereby repealed.

READ A FIRST, SECOND, THIRD TIME AND FINALLY PASSED THIS DAY
OF 2020.

THE CORPORATION OF THE
TOWN OF BLUE MOUNTAINS

MAYOR

CLERK

DRAFT

SCHEDULE A TO BY-LAW 2019-XXX

TABLE 1
STRPU – Type A
STRPU – Type B
STRPU – Type C
BB – Type D
CRU – Type E

DRAFT

SCHEDULE B TO BY-LAW 2019-XXX

1. For the purpose of section 11 of this By-law:
- (a) Column 1 in the following table lists the provisions of this By-law that are hereby designated as being subject to the demerit point system;
 - (b) Column 2 in the following table sets out the nature of the violation;
 - (c) Column 3 in the following table sets out the Demerit Points imposed for a contravention of the By-law.

Item	Column 1 Designated Provision	Column 2 Short Form Wording	Column 3 Demerit Points
1	Section 2.4	Term and Condition of Licence - Maximum Occupancy Calculation together with a Noise By-law Violation that occurs between the hours of 0700 and 2200 hours	3
2	Section 2.4	Term and Condition of Licence - Maximum Occupancy Calculation between the hours of 2200 and 0700 hours	5
3	Section 2.4	2 nd or subsequent Term and Condition of Licence - Maximum Occupancy Calculation between the hours of 2200 and 0700 hours	8
4	Section 2.4	Term and Condition of Licence - Non-availability of Responsible Person	5
5	Section 2.4	Term and Condition of Licence - Non-availability of Rental or Lease Management Program Representative	5
6	Section 2.4	Term and Condition of Licence - Permitting an activity that causes a disturbance	5
7	Section 2.4	Term and Condition of Licence - Using premises contrary to Property Management Plan	3
8	Section 2.4	Term and Condition of Licence - Fail to post Licence	3
9	Section 2.4	Term and Condition of Licence - Property Standards By-law Violation - Order not complied with	3
10	Section 2.4	Term and Condition of Licence – Property Standards By-law - Fail to cut grass	2
11	Section 2.4	Term and Condition of Licence - Waste Collection By-law violation	2
12	Section 2.12	Fire Protection and Prevention Act/Fire Code conviction	15
13	Section 2.12	Building Code Act (construction without a permit) conviction	7

SCHEDULE C TO BY-LAW 2019-XXX

1. In addition to the licensing requirements set out in section 3 of this By-law an **Applicant or Licensee** for a **STRPU Type – A Licence** or renewal of a **STRPU – Type – A Licence** shall submit the following:
 - (a) A Statement prepared by the **Town's Fire Chief** dated within the previous 2 years stating the **premises** are in compliance with the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended, and its regulations and the **maximum occupancy**;
 - (b) A **Renter's Code** approved by the **Chief Administrative Officer**;
 - (c) A **Property Management Plan** approved by the **Chief Administrative Officer**;
 - (d) Proof of insurance by way of certificate of insurance showing a minimum limit of two million dollars (\$2,000,000) in commercial general liability for a **STRPU** for the term of the **licence** with an endorsement that notice in writing at least thirty (30) days prior to cancellation, expiration, or variation thereof will be given to the **Town** by the insurance underwriter;
 - (e) Acknowledgement and consent to the posting of the following information on the **Town's** website:
 - the municipal address of the **premises**;
 - the legal description of the **premises**;
 - the contact information for the **owner, agent, applicant and Responsible Person**;
 - (f) Certificate from the Electrical Safety Authority dated within the previous 2 years stating the **premises** are in compliance with the Electrical Safety Code;
2. In addition to the licensing requirements set out in section 3 of this By-law the issuing of an **STRPU - Type – A Licence** or renewal of a **STRPU – Type – A Licence** is subject to the following:
 - (a) Compliance with the **Town's Zoning By-law**;
 - (b) Fire Safety Requirements Checklist completed to the satisfaction of the **Town**;
 - (c) Compliance with the Fire Code;
 - (d) Property Standards Checklist completed to the satisfaction of the **Town**;
 - (e) Posting of Fire Safety Instructions that is plaqued or framed, that depicts the location of each **bedroom**, smoke alarm, extinguisher, exit/egress doors or windows on the **premises** to the satisfaction of the **Town**;
 - (f) Confirmation that the **owner(s)** and **applicant(s)** have no outstanding fines, penalties, legal costs, disbursements, property taxes and late payment charges owing to the **Town** for the subject **property**.
3. A **STRPU – Type A Licence** is valid for a period of two (2) years from the date on which it is issued;
4. The **Maximum Occupancy** within a **dwelling unit** shall be calculated as follows:
 - (a) two (2) persons per **bedroom**; and
 - (b) four (4) additional persons.
5. The **maximum occupancy** calculated under section 4 may be reduced by the **Licence Issuer** taking into consideration the number of approved parking spaces in the **Parking Management Plan**.

TERMS AND CONDITIONS

6. A **Licensee** of a **STRPU– Type – A** shall:
 - (a) provide and maintain on the **premises** a self-enclosed **building**, structure or container for the disposal of garbage and waste;
 - (b) designate a **Responsible Person**;
 - (c) display the **licence** in a conspicuous place on the licensed **premises** in close proximity to the entrance of the **premises** and visible to the public at all times;
 - (d) display the **licence** in a prominent place on the interior of the licensed **premise**;
 - (e) post the fire safety instructions next to the **licence** displayed on the interior of the licensed **premise**.
7. Every **person** who owns or operates a **STRPU – Type A** shall:
 - (a) operate the **premises** in accordance with the approved:
 - i) **Renter’s Code**;
 - ii) **Parking Management Plan**;
 - iii) **Property Management Plan**;
 - iv) **Maximum occupancy** calculation;
 - (b) operate the **premises** in accordance with the **Town’s**:
 - i) Property Standards By-law;
 - ii) Waste Collection By-law;
 - iii) Noise By-law;
 - iv) any other By-law and the Ontario Human Rights Code;
 - (c) provide adequate measures for the storage and disposal of waste in accordance with this By-law and keep the **premises** in a clean and sanitary condition;
 - (d) provide sufficient levels of illumination to facilitate the safe passage of occupants;
 - (e) not make, cause or permit a disturbance;
 - (f) provide the **Renter** with a copy of the **Renter’s Code**;
 - (g) keep a record of the following:
 - i) the date of entry;
 - ii) the length of stay of a **Renter**;
 - iii) the home address of a **Renter**;
 - iv) confirmation including the date of receipt of the **Renter’s Code** by the **Renter**;
 - (h) Maintain the records required by subsection (g) for a minimum of two (2) years.
 - (i) include the valid current **Licence Number** on all:
 - i) advertisement and promotional materials;
 - ii) website;
 - iii) contracts and agreements entered into with a **Renter**.
8. A **Responsible Person** shall be responsible for the operation of the **premises**, the conduct of the **renter** and the occupants of the **premises**.
9. A **Responsible Person** shall be available by email or by any other method as determined by the **Town**, 24 hours a day, 7 days a week to attend a licensed **premise** within ½ hour of being contacted or notified by the **Town** or an authorized agent or representative of the **Town** or an **Officer**.

SCHEDULE D TO BY-LAW 2019-XXX

1. In addition to the licensing requirements set out in section 3 of this By-law an **Applicant** or **Licensee** for a **STRPU Type – B Licence** or renewal of a **STRPU – Type – B Licence** shall submit the following:
 - (a) A Statement prepared by the **Town's Fire Chief** dated within the previous 2 years stating the **premises** are in compliance with the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended, and its regulations and the **maximum occupancy**;
 - (b) A **Renter's Code** approved by the **Chief Administrative Officer**;
 - (c) A **Property Management Plan** approved by the **Chief Administrative Officer**;
 - (d) Proof of insurance by way of certificate of insurance showing a minimum limit of two million dollars (\$2,000,000) in commercial general liability for a **STRPU** for the term of the **licence** with an endorsement that notice in writing at least thirty (30) days prior to cancellation, expiration, or variation thereof will be given to the **Town** by the insurance underwriter;
 - (e) Acknowledgement and consent to the posting of the following information on the **Town's** website:
 - the municipal address of the **premises**;
 - the legal description of the **premises**;
 - the contact information for the **owner, agent, applicant** and **Responsible Person**;
 - (f) Certificate from the Electrical Safety Authority dated within the previous 2 years stating the **premises** are in compliance with the Electrical Safety Code.
2. In addition to the licensing requirements set out in section 3 of this By-law the issuing of an **STRPU - Type – B Licence** or renewal of a **STRPU – Type – B Licence** is subject to the following:
 - (a) Compliance with the **Town's Zoning By-law**;
 - (b) Fire Safety Requirements Checklist completed to the satisfaction of the **Town**;
 - (c) Compliance with the Fire Code;
 - (d) Property Standards Checklist completed to the satisfaction of the **Town**;
 - (e) Posting of Fire Safety Instructions that is plaqued or framed, that depicts the location of each **bedroom**, smoke alarm, extinguisher, exit/egress doors or windows on the **premises** to the satisfaction of the **Town**;
 - (f) Confirmation that the **owner(s)** and **applicant(s)** have no outstanding fines, penalties, legal costs, disbursements, property taxes and late payment charges owing to the **Town** for the subject **property**.
3. A **STRPU – Type B Licence** is valid for a period of two (2) years from the date on which it is issued.
4. The **Maximum Occupancy** within a **dwelling unit** be calculated as follows:
 - (a) the number permitted under the **Town's Zoning By-law**; and
 - (b) where the **Town's Zoning By-law** does not establish the **maximum occupancy** permitted the **maximum occupancy** shall be calculated as follows:
 - i) two (2) persons per **bedroom**; and
 - ii) four (4) additional persons.
5. The **maximum occupancy** calculated under section 4 may be reduced by the **Licence Issuer** taking into consideration the number of approved parking spaces in the **Parking Management Plan**.

TERMS AND CONDITIONS

6. A **Licensee** of a **STRPU – Type – B** shall:
 - (a) provide and maintain on the **premises** a self-enclosed **building**, structure or container for the disposal of garbage and waste;
 - (b) designate a **Responsible Person**;
 - (c) display the **licence** in a conspicuous place on the licensed **premises** in close proximity to the entrance of the **premises** and visible to the public at all times;
 - (d) display the **licence** in a prominent place on the interior of the licensed **premise**;
 - (e) post the fire safety instructions next to the **licence** displayed on the interior of the licensed **premise**.
7. Every **person** who owns or operates a **STRPU – Type B** shall:
 - (a) operate the **premises** in accordance with the approved:
 - i) **Renter’s Code**;
 - ii) **Parking Management Plan**;
 - iii) **Property Management Plan**;
 - iv) **Maximum Occupancy** calculation;
 - (b) operate the **premises** in accordance with the **Town’s**:
 - i) Property Standards By-law;
 - ii) Waste Collection By-law;
 - iii) Noise By-law;
 - iv) any other By-law and the Ontario Human Rights Code;
 - (c) provide adequate measures for the storage and disposal of waste in accordance with this By-law and keep the **premises** in a clean and sanitary condition;
 - (d) provide sufficient levels of illumination to facilitate the safe passage of occupants.
 - (e) not make, cause or permit a disturbance;
 - (f) provide the **Renter** with a copy of the **Renter’s Code**;
 - (g) keep a record of the following:
 - i) the date of entry;
 - ii) the length of stay of a **Renter**;
 - iii) the home address of a **Renter**;
 - iv) confirmation including the date of receipt of the **Renter’s Code** by the **Renter**;
 - (h) Maintain the records required by subsection (g) for a minimum of two (2) years;
 - (i) include the valid current **Licence Number** on all:
 - i) advertisement and promotional materials;
 - ii) website;
 - iii) contracts and agreements entered into with a **Renter**.
8. A **Responsible Person** shall be responsible for the operation of the **premises**, the conduct of the **renter** and the occupants of the **premises**.
9. A **Responsible Person** shall be available by email or by any other method as determined by the **Town**, 24 hours a day, 7 days a week to attend a licensed **premise** within ½ hour of being contacted or notified by the **Town** or an authorized agent or representative of the **Town** or an **Officer**.

SCHEDULE E TO BY-LAW 2019-XXX

1. In addition to the licensing requirements set out in section 3 of this By-law an **Applicant** or **Licensee** for a **STRPU Type – C Licence** or renewal of a **STRPU – Type – C Licence** shall submit the following:
 - (a) A Statement prepared by the **Town's Fire Chief** dated within the previous 2 years stating the **premises** are in compliance with the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended, and its regulations and the **maximum occupancy**;
 - (b) A **Renter's Code** approved by the **Chief Administrative Officer**;
 - (c) A **Property Management Plan** approved by the **Chief Administrative Officer**;
 - (d) Proof of insurance by way of certificate of insurance showing a minimum limit of two million dollars (\$2,000,000) in commercial general liability for a **STRPU** the term of the **licence** with an endorsement that notice in writing at least thirty (30) days prior to cancellation, expiration, or variation thereof will be given to the **Town** by the insurance underwriter;
 - (e) Acknowledgement and consent to the posting of the following information on the **Town's** website:
 - the municipal address of the **premises**;
 - the legal description of the **premises**;
 - the contact information for the **owner, agent, applicant** and **Responsible Person**;
 - (f) Certificate from the Electrical Safety Authority dated within the previous 2 years stating the **premises** are in compliance with the Electrical Safety Code;
 - (g) A valid current licence issued under the previous By-law that has not expired.
2. In addition to the licensing requirements set out in section 3 of this By-law the issuing of an **STRPU - Type – C Licence** or renewal of a **STRPU – Type – C Licence** is subject to the following:
 - (a) Fire Safety Requirements Checklist completed to the satisfaction of the **Town**;
 - (b) Compliance with the Fire Code;
 - (c) Property Standards Checklist completed to the satisfaction of the **Town**;
 - (d) Posting of Fire Safety Instructions that is plaqued or framed, that depicts the location of each **bedroom**, smoke alarm, extinguisher, exit/egress doors or windows on the **premises** to the satisfaction of the **Town**;
 - (e) Confirmation that the **owner(s)** and **applicant(s)** have no outstanding fines, penalties, legal costs, disbursements, property taxes and late payment charges owing to the **Town** for the subject **property**.
3. A **STRPU – Type C Licence** is valid for a period of two (2) years from the date on which it is issued.
4. The **Maximum Occupancy** within a **dwelling unit** shall be calculated as previously calculated by the **Town** as part of the legal non-conforming review process.

TERMS AND CONDITIONS

5. A **Licensee** of a **STRPU – Type – C** shall:
 - (a) provide and maintain on the **premises** a self-enclosed **building**, structure or container for the disposal of garbage and waste;
 - (b) designate a **Responsible Person**;
 - (c) display the **licence** in a conspicuous place on the licensed **premises** in close proximity to the entrance of the **premises** and visible to the public at all times;
 - (d) display the **licence** in a prominent place on the interior of the licensed **premise**;
 - (e) post the fire safety instructions next to the **licence** displayed on the interior of the licensed **premise**.
6. Every **person** who owns or operates a **STRPU – Type C** shall:
 - (a) operate the **premises** in accordance with the approved:
 - i) **Renter’s Code**;
 - ii) **Parking Management Plan**;
 - iii) **Property Management Plan**;
 - iv) **Maximum Occupancy** calculation;
 - (b) operate the **premises** in accordance with the **Town’s**:
 - i) Property Standards By-law;
 - ii) Waste Collection By-law;
 - iii) Noise By-law;
 - iv) any other By-law and the Ontario Human Rights Code;
 - (c) provide adequate measures for the storage and disposal of waste in accordance with this By-law and keep the **premises** in a clean and sanitary condition;
 - (d) provide sufficient levels of illumination to facilitate the safe passage of occupants;
 - (e) not make, cause or permit a disturbance;
 - (f) provide the **Renter** with a copy of the **Renter’s Code**;
 - (g) keep a record of the following:
 - i) the date of entry;
 - ii) the length of stay of a **Renter**;
 - iii) the home address of a **Renter**;
 - iv) confirmation including the date of receipt of the **Renter’s Code** by the **Renter**;
 - (h) Maintain the records required by subsection (g) for a minimum of two (2) years;
 - (i) include the valid current **Licence Number** on all:
 - i) advertisement and promotional materials;
 - ii) website;
 - iii) contracts and agreements entered into with a **Renter**.
7. A **Responsible Person** shall be responsible for the operation of the **premises**, the conduct of the **renter** and the occupants of the **premises**.
8. A **Responsible Person** shall be available by email or by any other method as determined by the **Town**, 24 hours a day, 7 days a week to attend a licensed **premise** within ½ hour of being contacted or notified by the **Town** or an authorized agent or representative of the **Town** or an **Officer**.

SCHEDULE F TO BY-LAW 2019-XXX

1. In addition to the licensing requirements set out in section 3 of this By-law an **Applicant** or **Licensee** for a **BB - Type – D Licence** or renewal of a **BB – Type – D Licence** shall submit the following:
 - (a) A Statement prepared by the **Town's Fire Chief** dated within the previous 2 years stating the **premises** are in compliance with the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended, and its regulations and the **maximum occupancy**;
 - (b) A **Renter's Code** approved by the **Chief Administrative Officer**;
 - (c) An executed Site Plan Agreement;
 - (d) Proof of insurance by way of certificate of insurance showing a minimum limit of two million dollars (\$2,000,000) in commercial general liability for a **BB** for the term of the **licence** with an endorsement that notice in writing at least thirty (30) days prior to cancellation, expiration, or variation thereof will be given to the **Town** by the insurance underwriter;
 - (e) Certificate from the Electrical Safety Authority dated within the previous 2 years stating the **premises** in compliance with the Electrical Safety Code.
2. In addition to the licensing requirements set out in section 3 of this By-law the issuing of an **BB - Type – D Licence** or renewal of a **BB – Type – D Licence** is subject to the following:
 - (a) Compliance with the **Town's Zoning By-law**;
 - (b) Fire Safety Requirements Checklist completed to the satisfaction of the **Town**;
 - (c) Compliance with the Fire Code;
 - (d) Property Standards Checklist completed to the satisfaction of the **Town**;
 - (e) Posting of Fire Safety Instructions that is plaqued or framed, that depicts the location of each **bedroom**, smoke alarm, extinguisher, exit/egress doors or windows on the **premises** to the satisfaction of the **Town**;
 - (f) Confirmation that the **owner(s)** and **applicant(s)** have no outstanding fines, penalties, legal costs, disbursements, property taxes and late payment charges owing to the **Town** for the subject **property**.
3. A **BB – Type D Licence** is valid for a period of two (2) years from the date on which it is issued.
4. The **Maximum Occupancy** within a **dwelling unit** shall be calculated at two (2) persons per **bedroom**.

TERMS AND CONDITIONS

5. A **Licensee** of a **BB – Type – D** shall:
 - (a) be on site at the **premises** during the stay of a **Renter**;
 - (b) display the **licence** in a conspicuous place on the licensed **premises** in close proximity to the entrance of the **premises** and visible to the public at all times;
 - (c) display the **licence** in a prominent place on the interior of the licensed **premise**;
 - (d) be responsible for the operation of the **premises**, the conduct of the **renter** and the occupants of the **premises**;
 - (e) post the fire safety instructions next to the **licence** displayed on the interior of the licensed **premise**.

6. Every **person** who owns or operates a **Bed and Breakfast Establishment** shall:
- (a) operate the **premises** in accordance with the approved:
 - i) **Renter's Code**;
 - ii) Site Plan Control Agreement;
 - iii) **Maximum Occupancy** calculation;
 - (b) operate the **premises** in accordance with the **Town's**:
 - i) Property Standards By-law;
 - ii) Waste Collection By-law;
 - iii) Noise By-law;
 - iv) any other By-law and the Ontario Human Rights Code;
 - (c) provide adequate measures for the storage and disposal of waste in accordance with this By-law and keep the **premises** in a clean and sanitary condition;
 - (d) provide sufficient levels of illumination to facilitate the safe passage of occupants;
 - (e) not make, cause or permit a disturbance;
 - (f) provide the **Renter** with a copy of the **Renter's Code**;
 - (g) keep a record of the following:
 - i) the date of entry;
 - ii) the length of stay of a **Renter**;
 - iii) the home address of a **Renter**;
 - iv) confirmation including the date of receipt of the **Renter's Code** by the **Renter**;
 - (h) Maintain the records required by subsection (g) for a minimum of two (2) years;
 - (i) include the valid current **Licence Number** on all:
 - i) advertisement and promotional materials;
 - ii) website;
 - iii) contracts and agreements entered into with a **Renter**.

SCHEDULE G TO BY-LAW 2019-XXX

1. In addition to the licensing requirements set out in section 3 of this By-law an **Applicant or Licensee** for a **CRU - Type – E Licence** or renewal of a **CRU – Type – E Licence** shall submit the following:
 - (a) A Statement prepared by the **Town's Fire Chief** dated within the previous 2 years stating the **premises** are in compliance with the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended, and its regulations and the **maximum occupancy**;
 - (b) A **Renter's Code** approved by the **Chief Administrative Officer**;
 - (c) A **Property Management Plan** approved by the **Chief Administrative Officer** **Director of Fire**;
 - (d) Written authorization from the registered owner of the **premises** that authorizes the **Rental or Lease Management Program Representative** and the corporation of the **Rental or Lease Management Program Representative** to apply for a **licence** and carry out the responsibility of a **licensee**;
 - (e) Proof of insurance by way of certificate of insurance showing a minimum limit of two million dollars (\$2,000,000) in commercial general liability for a **CRU** for the term of the **licence** with an endorsement that notice in writing at least thirty (30) days prior to cancellation, expiration, or variation thereof will be given to the **Town** by the insurance underwriter;
 - (f) Acknowledgement and consent to the posting of the following information on the **Town's** website:
 - the municipal address of the **premises**;
 - the legal description of the **premises**;
 - the contact information for the **owner, agent, applicant and rental or lease management program representative**;
 - (g) Certificate from the Electrical Safety Authority dated within the previous 2 years stating the **premises** in compliance with the Electrical Safety Code.
2. In addition to the licensing requirements set out in section 3 of this By-law the issuing of an **CRU - Type – E Licence** or renewal of a **CRU – Type – E Licence** is subject to the following:
 - (a) Compliance with the **Town's Zoning By-law**;
 - (b) Fire Safety Requirements Checklist completed to the satisfaction of the **Town**;
 - (c) Compliance with the Fire Code;
 - (d) Property Standards Checklist completed to the satisfaction of the **Town**;
 - (e) Posting of Fire Safety Instructions that is plaqued or framed, that depicts the location of each **bedroom**, smoke alarm, extinguisher, exit/egress doors or windows on the **premises** to the satisfaction of the **Town**;
 - (f) Confirmation that the **owner(s)** and **applicant(s)** have no outstanding fines, penalties, legal costs, disbursements, property taxes and late payment charges owing to the **Town** for the subject **property**.
3. A **CRU – Type E Licence** is valid for a period of two (2) years from the date on which it is issued.
4. The **Maximum Occupancy** within a **dwelling unit** shall be calculated as follows:
 - (a) two (2) persons per **bedroom**; and
 - (b) four (4) additional persons.
5. The **maximum occupancy** calculated under section 4 may be reduced by the **Licence Issuer** taking into consideration the number of approved parking spaces in the **Parking Management Plan**.

TERMS AND CONDITIONS

6. A **Licensee** of a **CRU – Type E** shall:
 - (a) provide and maintain on the **premises** a self-enclosed **building**, structure or container for the disposal of garbage and waste.
 - (b) appoint, contract or employ a **Rental or Lease Management Program Representative**;
 - (c) display the **licence** in a conspicuous place on the licensed **premises** in close proximity to the entrance of the **premises** and visible to the public at all times;
 - (d) display the **licence** in a prominent place on the interior of the licensed **premise**;
 - (e) post the fire safety instructions next to the **licence** displayed on the interior of the licensed **premise**.
7. A **Licensee** and a **Rental or Lease Management Program Representative** shall:
 - (a) provide on a 24 hour basis the following services:
 - i) security;
 - ii) housekeeping;
 - iii) operations and maintenance;
 - (b) provide the following centralized and shared services:
 - i) accounting;
 - ii) booking;
 - iii) advertising;
 - (c) not permit a **CRU – Type E premises** to be rented for more than 120 days in a calendar year.
8. Every **person** who owns or operates a **Commercial Resort Unit** shall:
 - (a) operate the **premises** in accordance with the approved:
 - i) **Renter's Code**;
 - ii) **Parking Management Plan**;
 - iii) **Property Management Plan**;
 - iv) **Maximum Occupancy** calculation;
 - (b) operate the **premises** in accordance with the **Town's**:
 - i) Property Standards By-law;
 - ii) Waste Collection By-law;
 - iii) Noise By-law;
 - iv) any other By-law and the Ontario Human Rights Code;
 - (c) provide adequate measures for the storage and disposal of waste in accordance with this By-law and keep the **premises** in a clean and sanitary condition;
 - (d) provide sufficient levels of illumination to facilitate the safe passage of occupants;
 - (e) not make, cause or permit a disturbance;
 - (f) provide the **Renter** with a copy of the **Renter's Code**;
 - (g) keep a record of the following:
 - i) the date of entry;
 - ii) the length of stay of a **Renter**;
 - iii) the home address of a **Renter**;
 - iv) confirmation including the date of receipt of the **Renter's Code** by the **Renter**;
 - (h) Maintain the records required by subsection (g) for a minimum of two (2) years;
 - (i) include the valid current **Licence Number** on all:
 - i) advertisement and promotional materials;
 - ii) website;
 - iii) contracts and agreements entered into with a **Renter**.

9. A **Rental or Lease Management Program Representative** shall be responsible for the operation of the **premises**, the conduct of the **renter** and the occupants of the **premises**.
10. A **Rental or Lease Management Program Representative** shall be available by email or by any other method as determined by the **Town**, 24 hours a day, 7 days a week to attend a licensed **premise** within ½ hour of being contacted or notified by the **Town** or an authorized agent or representative of the **Town** or an **Officer**.
11. Where an **Owner** or a **Licensee** is convicted of an offence under any **Town** by-law or provincial statute regarding the licensed **premises**, the **Owner** or **Licensee** convicted of such an offence shall notify all other **Owner(s)** or **Licensee(s)** that are part of the **CRU – Type E Licence**.

DRAFT

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

BY-LAW 2019 - XX

BEING A BY-LAW TO ESTABLISH A COMPREHENSIVE SYSTEM OF ADMINISTRATIVE MONETARY PENALTIES FOR THE TOWN OF BLUE MOUNTAINS AND TO REPEAL BY-LAW 2013-50 and 2014-045, AS AMENDED

WHEREAS section 8(1) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended provides that the powers of a municipality shall be interpreted broadly as to confer broad authority on a municipality to enable it to govern its affairs as it considers appropriate, and enhance its ability to respond to municipal issues;

AND WHEREAS section 391(1) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended provides for a municipality to impose fees and charges on persons for services or activities it provides and for the use of its property;

AND WHEREAS section 23.1 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended authorizes a municipality to delegate its powers and duties;

AND WHEREAS section 434.1 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended provides that a municipality may require a person to pay an Administrative Monetary Penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the *Municipal Act*;

AND WHEREAS section 434.2 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended provides that an Administrative Monetary Penalty imposed by the municipality on a person constitutes a debt of the person to the municipality;

AND WHEREAS the Province of Ontario adopted the "Administrative Penalties" regulation, O. Reg 333/07 pursuant to the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended;

AND WHEREAS the Council of the Corporation of the Town of The Blue Mountains considers it desirable to have an Administrative Monetary Penalty By-law that sets out a process for all regulatory by-laws to which administrative monetary penalties may apply;

NOW THEREFORE the Council of the Corporation of the Town of The Blue Mountains enacts as follows:

1. SHORT TITLE

- 1.1 This by-law shall be known and may be cited as the "Administrative Monetary Penalties By-law".

2. APPLICABILITY AND SCOPE

- 2.1 This By-law applies to, and only to a **Designated By-law**.
- 2.2 This By-law shall apply to any contravention of a **Designated By-law** listed in Schedule "A" of this By-law. The short form wording to be used for a contravention of a **Designated By-law** and the **Administrative Monetary Penalty** imposed are as set out in Schedule "A" of this By-law.
- 2.3 The *Provincial Offences Act, R.S.O. 1990, c. P.33*, as amended, will continue to apply to contraventions of a **Designated By-law**, except that no **Person** that is required to pay an **Administrative Monetary Penalty** under this By-law in respect of a contravention of a **Designated By-law** shall be charged with an offence in respect of the same contravention under the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.

3. DEFINITIONS

3.1 In this By-law:

"Administrative Monetary Penalty" means a monetary penalty imposed and as set out in Schedule "A" of this By-law for a contravention of a **Designated By-law** and when imposed includes an administrative fee as set out in Schedule "B";

"Chief Administrative Officer" means the Chief Administrative Officer for the Town or any Person designated by the Chief Administrative Officer;

"Council" means the Council of the **Town**;

"Clerk" means the Clerk for the **Town** or any **Person** designated by the Clerk;

"Designated By-law" means a by-law or provision of a by-law that is designated under this or any other by-law, as a by-law or provision of a by-law to which this By-law applies;

"Director of Human Resources" means the Director of Human Resources for the **Town** or any **Person** designated by the Director of Human Resources;

"Hearing No Show Fee" means an administrative fee as set out in Schedule "B" of this By-law in respect of a **Person's** failure to appear at the time and place scheduled for a review before a **Hearings Officer**;

"Hearings Officer" means a **Person** appointed by **Council** to perform the duties of a Hearing Officer for the purposes of this By-law;

"Hearing Officer's Decision" means a notice that contains the decision of a **Hearings Officer**;

"Holiday" means a Saturday, Sunday, any statutory holiday in the Province of Ontario or any day the offices for the **Town** are officially closed for business;

"Late Payment Fee" means an administrative fee as set out in Schedule "B" of this By-law in respect of a **Person's** failure to pay an **Administrative Monetary Penalty** within the time prescribed in this By-law;

"Officer" means a police officer, a Municipal Law Enforcement Officer or other person appointed by or under the authority of a **Town** by-law to enforce a **Designated By-law**;

"Owner" includes,

- (a) the **Person** for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the **Person's** own account or as agent or trustee of any other **Person**, or who would receive the rent if the land and premises were let;
- (b) a lessee or occupant of the property;
- (c) a **Person** having care and control of the property;

"Parent" means a **Person** who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that **Person** is the natural parent of the child;

"Person" includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative;

"Penalty Notice" means a notice issued by an **Officer** for a contravention of a **Designated By-law**;

“Penalty Notice Date” means the date of the contravention specified on the **Penalty Notice**;

“Penalty Notice Number” means the number specified on the **Penalty Notice**;

“Power of Decision” means a power or right, conferred by or under this By-law, to make a decision deciding or prescribing, the legal rights, powers, privileges, immunities, duties or liabilities of a **Person**:

- (a) in the case of a **Screening Officer**, in respect of a request to review an **Administrative Monetary Penalty**;
- (b) in the case of a **Hearings Officer**, in respect of a request to review a **Screening Decision**;

“Relative” includes any of the following **persons**:

- (a) **spouse**;
- (b) **parent**, including step-child and grandchild;
- (c) siblings and children of siblings;
- (d) aunt, uncle, niece and nephew;
- (e) in-laws, including mother, father, sister, brother, daughter, and son; or
- (f) a **person** who lives with the **person** on a permanent basis;

“Regulation” means the Administrative Penalties, Ontario Regulation 333/07 under the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended;

“Request for Review By Hearings Officer” means a form provided by the **Town** to request a review of a **Screening Decision**;

“Screening Decision” means a notice which contains the decision of a **Screening Officer**;

“Screening Officer” means a **Person** appointed by **Council** to perform the duties of a Screening Officer for the purposes of this By-law;

“Screening No Show Fee” means an administrative fee as set out in Schedule “B” of this By-law in respect of a **Person’s** failure to appear at the time and place scheduled for a review by a **Screening Officer**;

“Spouse” means a **Person** to whom the **Person** is married or with whom the **Person** is living in a conjugal relationship outside marriage;

“Tax Roll Address” means the mailing address and contact information for the owner of property that appears in the **Town’s** municipal tax assessment records;

“Town” means the Corporation of the Town of The Blue Mountains or the land within the geographic limits of the Corporation of the Town of The Blue Mountains as the context requires.

4. GENERAL PROVISIONS

- 4.1. Where an **Administrative Monetary Penalty** is cancelled by a **Screening Officer** or a **Hearings Officer** any administrative fee is also cancelled.
- 4.2. Any time limit that would otherwise expire on a **Holiday** is extended to the next day that is not a **Holiday**.
- 4.3. Any Schedule attached to this By-law forms part of this By-law.

- 4.4. Sections 431 and 440 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, apply to this By-law, providing respectively, for a court of competent jurisdiction to prohibit the contravention or repetition of an offence, and, upon application of the **Town**, for a court to make orders to restrain a contravention, which remedies may be sought in addition to any remedy or penalty imposed under this By-law.
- 4.5. Nothing in this By-law limits the **Town's** right to enforce a **Designated By-law** by any other and all legal means.

5. PENALTY NOTICE

- 5.1 A **Penalty Notice** shall include the following information:
- (a) the name of the **Person(s)**;
 - (b) the **Penalty Notice Date**;
 - (c) a **Penalty Notice Number**;
 - (d) the short form wording outlined in Schedule "A" of the By-law, which describes the particulars of the contravention;
 - (e) the amount of the **Administrative Monetary Penalty** outlined in Schedule "A" of this By-law;
 - (f) the name and identification number of the **Officer**;
 - (g) such information as the **Director of Chief Administrative Officer** or designate determines is appropriate respecting the process by which the **Person** may exercise the **Person's** right to request a review of the **Administrative Monetary Penalty**;
 - (h) a statement advising that an **Administrative Monetary Penalty**, including any administrative fee, will, unless cancelled or reduced pursuant to a review, constitute a debt of the **Person** to the **Town**.
- 5.2 An **Officer** who has reason to believe that a **Person** has contravened a provision of a **Designated By-law** may issue a **Penalty Notice** to that **Person**.
- 5.3 Every **Person** who contravenes a provision of a **Designated By-law** shall, when given a **Penalty Notice**, be liable to pay to the **Town** the **Administrative Monetary Penalty** set out in the **Penalty Notice** within 15 days of the **Penalty Notice Date**.
- 5.4 No **Officer** shall accept payment in respect of an **Administrative Monetary Penalty**.
- 5.5 Where a **Penalty Notice** is issued in respect of a contravention of a **Designated By-law** for which **Owners** of a property are responsible, the **Penalty Notice** shall include the name of all **Persons** who are the registered owners of such property, and such **Persons** shall be jointly and severally liable for the **Penalty Notice**.

6. SERVICE OF A PENALTY NOTICE

- 6.1 Service of any document or notice, including a **Penalty Notice**, respecting this By-law may be given in writing in any of the following ways and is effective:
- (a) when a copy is delivered to the **Person** to whom it is addressed;
 - (b) on the 5th day after a copy is sent by registered mail or by regular letter mail to the **Person's** last known address;
 - (c) upon the conclusion of the transmission of a copy by facsimile transmission to the **Person's** last known facsimile transmission number; or
 - (d) upon sending a copy by e-mail transmission to the **Person's** last known e-mail address.

- 6.2 For the purposes of sections 6.1 (b), (c) and (d), a **Person's** last known address, facsimile number and e-mail address may include an address, facsimile number and e-mail address provided by the **Person** to the **Town**, including the **Tax Roll Address**, information provided in an application for a licence made by a **Person** under a **Town** Licensing By-law or as provided in writing or in a form supplied by the **Town** for the purposes of administration of this By-law.
- 6.3 In addition to the service methods in section 6.1, an **Officer** may serve the **Penalty Notice** on a **Person** who is the **Owner** of a property that is in contravention of a **Designated By-Law**, by delivering it personally to the **Person** having care and control of the property and then sending a copy by regular mail to the **Tax Roll Address**;
- 6.4 Service of a **Penalty Notice** under section 6.3 is effective on the 5th day after a copy is sent by regular letter mail to the **Tax Roll Address**.

7. SCREENING OFFICER REVIEW

- 7.1 A **Person** who is given a **Penalty Notice** may request that the **Administrative Monetary Penalty** be reviewed by a **Screening Officer** within 15 days after the **Penalty Notice Date**.
- 7.2 If a **Person** does not request a review within the time limit set out in section 7.1, a **Person** may request that the **Screening Officer** extend the time to request a review within 30 days after the **Penalty Notice Date**.
- 7.3 A **Person's** right to request a review or to request an extension of time to request a review are exercised by:
- (a) calling the telephone number listed on the **Penalty Notice**, providing the information required as set out in the **Penalty Notice** and scheduling the time and place for the review; or
 - (b) attending in person or by a representative at the place specified in the **Penalty Notice** to provide the information required in the **Penalty Notice** and scheduling the time and place for the review.
- 7.4 A **Person's** right to request an extension of time in section 7.2 expires if it has not been exercised within 30 days after the **Penalty Notice Date** at which time:
- (a) the **Person** shall be deemed to have waived the right to request a review;
 - (b) the **Administrative Monetary Penalty**, including any administrative fees, shall be deemed to be affirmed on the 16th day after the **Penalty Notice Date**; and
 - (c) the **Administrative Monetary Penalty**, including any administrative fees, is not subject to any further review, including review by any court.
- 7.5 A review or a request for an extension of time to request a review shall only be scheduled by the **Town** if the **Person** has exercised his or her right to request a review or an extension of time to request a review within the time limits set out in sections 7.1 or 7.2.

- 7.6 Where a **Person** fails to attend at the time and place scheduled for a review by the **Screening Officer**:
- (a) the **Person** shall be deemed to have abandoned the request for a review of the **Administrative Monetary Penalty**;
 - (b) the **Person** shall pay to the **Town** a **Screening No Show Fee**;
 - (c) the **Administrative Monetary Penalty**, including any administrative fees, shall be deemed to be affirmed on the date that was scheduled for the review; and
 - (d) the **Administrative Monetary Penalty**, including any administrative fees, is not subject to any further review, including review by any court.
- 7.7 For the purposes of section 7.2, the **Screening Officer** may only extend the time to request a review of an **Administrative Monetary Penalty** where the **Person** demonstrates, on a balance of probabilities, the existence of extenuating circumstances that prevented the **Person** from exercising the right to request a review in the timeframe set out in section 7.1.
- 7.8 Where an extension of time is not granted by the **Screening Officer** the **Administrative Monetary Penalty**, including any administrative fees, is deemed to be affirmed on the 16th day after the **Penalty Notice Date**.
- 7.9 After a review of the **Administrative Monetary Penalty** has been held, the **Screening Officer** shall deliver a **Screening Decision** to the **Person**.
- 8.0 HEARING OFFICER REVIEW**
- 8.1 A **Person** may request a review of a **Screening Decision** by a **Hearings Officer** within 15 days after the **Screening Decision** has been delivered to the **Person**.
- 8.2 If a **Person** has not requested a review within the time limit set out in section 8.1, a **Person** may request that the **Hearings Officer** extend the time to request a review within 30 days after the **Screening Decision** has been delivered to the **Person**.
- 8.3 A **Person's** right to request an extension of time in section 8.2 expires if it has not been exercised within 30 days after the **Screening Decision** has been delivered at which time:
- (a) the **Person** shall be deemed to have waived the right to request a hearing;
 - (b) the **Screening Decision**, which includes the **Administrative Monetary Penalty** and any administrative fees, shall be deemed to be affirmed; and
 - (c) the **Screening Decision**, which includes the **Administrative Monetary Penalty** and any administrative fees, is not subject to any further review, including review by any court.
- 8.4 A **Person's** right to request a review of a **Screening Decision** or to request an extension of time to request the review are exercised by:
- (a) attending in person or by representative at the place specified in the **Request for Review by Hearings Officer**; and
 - (b) filing a completed **Request for Review by Hearings Officer** form.
- 8.5 A review or a request for an extension of time to request a review shall only be scheduled by the **Town** if the **Person** has exercised his or her right to request a review or an extension of time to request a review within the time limits set out in sections 8.1 and 8.2.

- 8.6 Where a **Person** fails to attend at the time and place scheduled for a review by a **Hearings Officer**:
- (a) the **Person** shall be deemed to have abandoned the request for a review of the **Screening Decision**;
 - (b) the **Person** shall pay to the **Town** a **Hearing No Show Fee**;
 - (c) the **Screening Decision**, which includes the **Administrative Monetary Penalty** and any administrative fees, shall be deemed to be affirmed on the date that was scheduled for the Hearing; and
 - (d) the **Screening Decision**, which includes the **Administrative Monetary Penalty** and any administrative fees, is not subject to any further review, including review by any court.
- 8.7 For the purposes of section 8.2, a **Hearings Officer** may only extend the time to request a review of a **Screening Decision** where the **Person** demonstrates, on a balance of probabilities, the existence of extenuating circumstances that prevented the **Person** from exercising the right to request a review in the timeframe set out in section 8.1.
- 8.8 Where an extension of time is not granted by a **Hearings Officer** the **Screening Decision**, which includes the **Administrative Monetary Penalty** and any administrative fees, is deemed to be affirmed and shall not be subject to any further review, including review by any court.
- 8.9 A **Hearings Officer** shall not make any decision respecting a review of a **Screening Decision** unless the **Hearings Officer** has given the **Person** and the **Town** an opportunity to be heard at the time and place scheduled for the hearing of the review.
- 8.10 All hearings conducted by a **Hearings Officer** shall be in accordance with the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended.
- 8.11 After a hearing is complete the **Hearings Officer** shall issue to the **Person** a **Hearing Officer's Decision**.
- 9. ESTABLISHMENT AND APPOINTMENT OF SCREENING AND HEARING OFFICERS**
- 9.1 The position of **Screening Officer** is established for the purpose of exercising the **Power of Decision** in the review of an **Administrative Monetary Penalty** in accordance with this By-law and the **Regulation**.
- 9.2 The following are not eligible for appointment as a **Screening Officer**:
- (a) a member of **Council**;
 - (b) an **Officer**;
 - (c) a **relative** or a **person** referenced in section 9.2(a) and 9.2(b).
- 9.3 The position of **Hearings Officer** is established for the purpose of exercising the **Power of Decision** in the review of a **Screening Decision** in accordance with this By-law and the **Regulation**.
- 9.4 The following are not eligible for appointment as a **Hearing Officer**:
- (a) a member of **Council**;
 - (b) an employee of the **Town**;
 - (c) an **Officer**;
 - (d) a **relative** or a **person** referenced in section 9.4(a), 9.4(b) and 9.4(c);
 - (e) a **person** indebted to the **Town** other than:
 - (i) in respect of current real property taxes; or
 - (ii) pursuant to an agreement with the **Town**, the terms with which the **person** is in compliance.

- 9.4 A **Screening Officer** and a **Hearings Officer** shall be appointed by **Council** on the recommendation of the **Director of Human Resources** which recommendation shall give preference to an eligible candidate:
- (a) with knowledge of and experience in administrative law; and
 - (b) of good character.
- 9.5 A **Screening Officer** and a **Hearings Officer** shall hold office for the term or remainder of the term of **Council** that appointed the **Screening Officer** and **Hearings Officer** and thereafter until a successor is appointed.
- 9.6 A **Screening Officer** and a **Hearings Officer** shall be remunerated at the rate from time to time established by **Council**.
- 9.7 No **person** shall attempt, directly or indirectly, to communicate with or influence a **Screening Officer** or a **Hearings Officer** respecting the determination of an issue respecting a **Power of Decision** in a proceeding that is or will be pending before the **Screening Officer** or **Hearings Officer** except a **Person** who is entitled to be heard in the proceeding or the **Person's** lawyer, licensed representative or authorized agent and only by that **Person** or the **Person's** lawyer, licensed representative or authorized agent during the screening or hearing of the proceeding in which the issue arises.
- 9.8 Section 9.7 does not prevent a **Screening Officer** or **Hearings Officer** from seeking and receiving legal advice.
- 9.9 Sections 9.5 and 9.6, do not apply to a **Screening Officer** that is an employee of the **Town**.

10. JURISDICTION OF SCREENING AND HEARINGS OFFICER

- 10.1 Neither a **Screening Officer** nor a **Hearings Officer** has jurisdiction to consider questions relating to the validity of a statute, regulation or by-law or the constitutional applicability or operability of any statute, regulation or by-law.
- 10.2 On a review of the **Administrative Monetary Penalty**, the **Screening Officer** may affirm the **Administrative Monetary Penalty**, including any administrative fee, or the **Screening Officer** may cancel, reduce, or extend the time for payment of the **Administrative Monetary Penalty**, including any administrative fee, on the following grounds:
- (a) where the **Person** establishes on a balance of probabilities, that he or she did not contravene the **Designated By-law** as described in the **Penalty Notice**; or
 - (b) where the **Person** provides clear and sufficient evidence to establish that the cancellation, reduction or extension of time for payment of the **Administrative Monetary Penalty**, including any administrative fees, is necessary to relieve any undue hardship.
- 10.3 On a review of a **Screening Decision**, a **Hearings Officer** may affirm the **Screening Decision**, or the **Hearings Officer** may cancel, reduce or extend the time for payment of the **Administrative Monetary Penalty**, including any administrative fee, on the following grounds:
- (a) where the **Person** establishes on a balance of probabilities, that he or she did not contravene the **Designated By-law** as described in the **Penalty Notice**; or
 - (b) where the **Person** provides clear and sufficient evidence to establish that the cancellation, reduction or extension of time for payment of the **Administrative Monetary Penalty**, including any administrative fee, is necessary to relieve any undue hardship.

10.4 Any decision by a **Hearings Officer** is final and is not subject to any further review, including review by any court.

11. ADMINISTRATION OF THE BY-LAW

11.1 The **Chief Administrative Officer** or designate shall administer the By-law and establish any practices, policies and procedures necessary to implement the By-law.

11.2 The **Chief Administrative Officer** or designate shall prescribe all forms and notices, including the **Penalty Notice**, necessary to implement the By-law and may amend such forms and notices from time to time as the **Chief Administrative Officer** or designate deems necessary.

11.3 The **Chief Administrative Officer** or designate may cancel an **Administrative Monetary Penalty**, including any administrative fee, where the **Penalty Notice** was issued to a **Person** due to an error made by the **Town**.

11.4 The **Chief Administrative Officer** or designate may cancel any administrative fee, without cancelling the **Administrative Monetary Penalty**, where the fee was imposed as the result of an error made by the **Town**.

12. FINANCIAL ADMINISTRATION

12.1 The **Administrative Monetary Penalty** is due and payable on the **Penalty Notice Date** and within 15 days of the **Penalty Notice Date**.

12.2 A **Person** who is given a **Penalty Notice** and who does not pay the amount of the **Administrative Monetary Penalty** within 15 days of the **Penalty Notice Date** shall pay to the **Town** the **Late Payment Fee** and any other administrative fees in Schedule "B" of this By-Law which may be applicable.

12.3 An **Administrative Monetary Penalty**, including any administrative fees, that is deemed affirmed is automatically affirmed under this By-law and does not require a **Power of Decision** provided to the **Screening Officer** or the **Hearings Officer**.

12.4 Where a **Person** has paid an **Administrative Monetary Penalty** that is then cancelled or reduced pursuant to this By-law, the **Town** shall refund the amount cancelled or reduced including any administrative fees imposed.

13. CONSEQUENCES OF NON-PAYMENT

13.1 An **Administrative Monetary Penalty**, including any administrative fees, that is affirmed or reduced or in respect of which the time for payment has been extended is due and payable and constitutes a debt to the **Town** owed by the **Person** to whom the **Penalty Notice** was given.

13.2 An **Administrative Monetary Penalty**, including any administrative fees, that is not paid within 15 days after it becomes due and payable shall be deemed to be unpaid taxes and may be collected in the same manner as taxes in accordance with section 434.2 *Municipal Act, 2001, S.O. 2001, c. 25*, as amended.

13.3 In the event of extenuating circumstances, a **Person** subject to a **Hearing No Show Fee** may request in writing to the **Chief Administrative Officer** or designate that the matter be reviewed, and upon providing any and all evidence satisfactory to the **Chief Administrative Officer** or designate, the said administrative fee may be cancelled, and an opportunity for another hearing granted, with the decision by the **Chief Administrative Officer** or designate being final.

14. SEVERABILITY

14.1 If a court of competent jurisdiction declares any section or part of this By-law invalid, it is the intention of **Council** of the **Town** that the remainder of this By-law shall continue in force unless the court makes an order to the contrary.

15. REPEAL

15.1 That By-laws 2013-50 and 2014-45 and all amendments thereto are hereby repealed.

READ A FIRST, SECOND, THIRD TIME AND FINALLY PASSED THIS DAY OF 2019.

**THE CORPORATION OF THE
TOWN OF THE BLUE MOUNTAINS**

MAYOR

CLERK

SCHEDULE A TO BY-LAW 2019-XXX

DESIGNATED BY-LAW PROVISIONS

LICENSING BY-LAW

3. For the purpose of section 2.1 of this By-law:
- (a) Column 1 in the following table lists the provisions in the Licensing By-law No. 2019-XX, as amended, that are hereby designated for the purposes of section 434.1 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended;
 - (b) Column 2 in the following table sets out the short form wording to be used in a **Penalty Notice** for the contravention of the designated provisions listed in Column 1;
 - (c) Column 3 in the following table sets out the **Administrative Monetary Penalty** amounts that are payable for contraventions of the designated provisions listed in Column 1.

Item	Column 1 Designated Provision	Column 2 Short Form Wording	Column 3 Administrative Monetary Penalty
1	Section 2.4	Term and Condition of Licence - Maximum Occupancy Calculation	\$500.00
2	Section 2.4	Term and Condition of Licence - Non-availability of Responsible Person	\$500.00
3	Section 2.4	Term and Condition of Licence - Non-availability of Rental or Lease Management Program Representative	\$500.00
4	Section 2.4	Term and Condition of Licence – Noise By-law Violation	\$500.00
5	Section 2.4	Term and Condition of Licence - Using premises contrary to Property Management Plan	\$500.00
6	Section 2.4	Term and Condition of Licence - Fail to post Licence	\$500.00
7	Section 2.4	Term and Condition of Licence - Property Standards By-law Violation - Order not complied with	\$500.00
8	Section 2.4	Term and Condition of Licence – Property Standards By-law Violation - Fail to cut grass	\$500.00
9	Section 2.4	Term and Condition of Licence – Waste Collection By-law Violation	\$500.00
10	Section 2.3	Operate without a Licence	\$1500.00
11	Section 2.5	Advertise without a Licence – Short Term Rental Property Unit	\$500.00
12	Section 2.6	Advertise without a Licence – Bed and Breakfast Establishment	\$500.00
13	Section 2.7	Advertise without a Licence – Commercial Resort Unit	\$500.00

SCHEDULE B TO BY-LAW NO. 2019-XXX

ADMINISTRATIVE FEES

Item No.	COLUMN 1 Administrative Fee	COLUMN 2 Amount
1	Late Payment Fee	\$25.00
2	Screening No Show Fee	\$50.00
3	Hearing No Show Fee	\$100.00
4	Land Title Search Fee	\$25.00
5	Title Deed Fee	\$15.00

DRAFT