

# The Corporation of the Municipality of Bluewater

## By-Law Number 68 – 2023

Being a By-law to License, Regulate and Govern the Operation of Short-Term Rentals

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

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

**AND WHEREAS** pursuant to section 11 of the *Municipal Act*, Council is exercising its authority in the interest of health and safety, well-being of persons, consumer protection, and nuisance control; and

**AND WHEREAS** pursuant to the provisions of Part IV of the *Municipal Act*, the Council of the Corporation of the Municipality of Bluewater may provide for a system of licences with respect to businesses;

**AND WHEREAS** subsection 151(1) of the *Municipal Act* provides that a municipality may provide for a system of licences with respect to business and may:

- a) Prohibit the carrying on or engaging in the business without a licence;
- b) Refuse to grant a licence or 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) License, regulate or govern real and Personal Property used for the business and the Persons carrying it on or engaged in it;

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

**AND WHEREAS** section the *Municipal Act* establishes rules for the delegation of a

municipality's powers and duties;

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

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

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

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

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

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

**AND WHEREAS** the Municipality of Bluewater has implemented a system to licence the operation of the Short-Term Rental properties in the Municipality of Bluewater;

**Now therefore** the Council of the Corporation of the Municipality of Bluewater enacts as follows:

## **1.0 Definitions**

**Address** means the words and numbers describing the location of a building or place, including a number, street name, municipality, and postal code.

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

<b>Applicant</b>	means the <i>Person</i> applying to register the building or structure as a <i>Short-Term Rental</i> under this by-law, and “Application” has a corresponding meaning.
<b>Bed and Breakfast Establishment</b>	has the same meaning as “bed and breakfast establishment” in the current municipal Zoning By-law.
<b>Bedroom</b>	means a room or area used, designed, equipped, or intended for sleeping and as permitted and described by the <i>Building Code</i> .
<b>Building Code or Building Code Act</b>	means the <i>Building Code Act, 1992, S.O. 1992, c. 23</i> , as amended, and any regulation made under it, including the <i>Building Code, O. Reg. 332/12</i> , as amended.
<b>Business</b>	means any business wholly or partly carried on with the <i>Municipality</i> even if the business is being carried on from a location outside the <i>Municipality</i> , and includes trades and occupations, exhibitions, concerts, festivals, and organized public amusements; the sale or hire of goods or services on an intermittent or one-time basis; and the display of samples, patterns or specimens of goods for the purpose of sale or hire.
<b>Council</b>	means the Council for the Corporation of the Municipality of Bluewater.
<b>Dwelling</b>	means a place of residence with one or more <i>Habitable Rooms</i> containing a separate kitchen and bathroom facilities for private use as a single housekeeping unit.
<b>Habitable Room</b>	means a room within a <i>Dwelling</i> designed to provide living, dining, sleeping, bathroom, or kitchen accommodation for individuals. This definition shall not include any private garage, carport, cellar, unheated porch or veranda, unfinished attic, unfinished basement, or any space used for the service and maintenance of a <i>Dwelling</i> or for vertical travel between storeys.
<b>Licensee</b>	means a <i>Person</i> licensed under this by-law or a <i>Person</i> required to be licensed under this by-law.
<b>Manager</b>	means the Manager of Development Services or designate.
<b>Market</b>	means to offer for rent, promote, canvass, solicit, advertise, or facilitate a <i>Short-Term Rental</i> , but does not include the mere provision of a neutral space or location for such in newspapers, bulletin boards, or online.
<b>Municipality</b>	means the Corporation of the Municipality of Bluewater. “Municipal” has a corresponding meaning.
<b>Occupancy</b>	means the maximum number of <i>Renters</i> in a <i>Short-Term Rental</i> at any given

time.

- Officer** means any *Person* authorized by the *Municipality* to enforce by-laws and includes a Municipal law enforcement officer appointed to enforce the by-laws of the *Municipality* or a police officer while in a course of their duties.
- Owner** means a *Person* who is on title as an owner of a building or parcel of land identified on the parcel register from the Land Registry Office.
- Owner-occupied Short-Term Rental** means a Short-Term Rental being offered in a primary *Dwelling* where the *Owner* or *Tenant* is permanently residing and includes a *Bed and Breakfast Establishment*.
- Person** means an individual, a corporation, a partnership, and an association, and without limiting the generality of the foregoing, includes an *Owner*, *Tenant*, or an *Applicant* seeking to register a Short-Term Rental under this by-law, as the context requires.
- Premises** means any place, premises or location, or part thereof, in which a trade, *Business* or occupation of *Short-Term Rental* is carried on.
- Renter** means any *Person* occupying the *Short-Term Rental* by way of concession, permit, lease, licence, rental agreement, or similar commercial arrangement.
- Renter's Code of Conduct** means a document that has been prepared by the *Owner* that has been approved by the *Municipality* that sets out the roles and responsibilities of the *Renter*, including behavioral expectations as they relate to non-disturbance, and which identifies applicable *Municipality* by-laws that the *Renter* must comply with including the provisions of this by-law as they relate to, among other things, the Parking Management Plan, *Occupancy* limits, noise, etc.
- Responsible Person** means an *Agent* or representative of an *Owner* or *Tenant*, if applicable, who is responsible for managing or addressing issues in relation to the *Short-Term Rental*.
- Revoked** means a *Short-Term Rental Licence* that has been declared null and void by the *Manager*.

**Short-Term Rental** means all or part of a legally established *Dwelling* that operates or offers a place of temporary residence, lodging or occupancy by way of a rental agreement or similar commercial transaction for a period of less than thirty (30) consecutive nights throughout all or any part of a calendar year, but does not include an *Owner-occupied Short-Term Rental*, motel, hotel, hospital, campground, couch surfing or other short-term accommodations where there is no payment.

**Short-Term Rental Licence** means the certificate issued under this by-law as proof of licensing under this by-law.

**Suspended** means a *Short-Term Rental Licence* that is temporarily inactive until such time as set out by the *Manager* or by *Council*, and “Suspension” has a corresponding meaning.

**Tenant** means the *Person* responsible for and/or in possession of the *Premises* under a long-term lease.

## 2.0 Prohibitions

2.1. No *Person* shall *Market*, operate or permit a *Person* to *Market*, operate a *Short-Term Rental* or hold themselves out as being licensed to operate a *Short-Term Rental*:

- a) Without a *Short-Term Rental Licence* to do so issued under this by-law;
- b) Under any other name than the one endorsed on their *Short-Term Rental Licence*;
- c) Except in accordance with this by-law and the regulations set out in this by-law; and/or
- d) While the *Short-Term Rental Licence* is *Suspended* or *Revoked* under the provisions of this by-law;
- e) Except in accordance with the terms and conditions of their *Short-Term Rental Licence*.

2.2. No *Person* shall *Market*, operate, or provide a *Short-Term Rental* in:

- a) Any structure or *Dwelling* other than a *Habitable Room*;
- b) A motor vehicle or trailer;
- c) An unlawful residential unit;
- d) Community housing;

- e) A boat;
- f) A building or unit where *Short-Term Rentals* have been prohibited under this section of the by-law;
- g) A *Dwelling* where a *Short-Term Rental Licence* has not been issued.

2.3. No *Person* shall:

- a) Transfer or assign a *Short-Term Rental Licence*;
- b) Obtain a *Short-Term Rental Licence* by providing mistaken, false, or incorrect information;
- c) Enjoy a vested right in the continuance of a *Short-Term Rental Licence*, and upon the issue, renewal, cancellation or suspension thereof, the *Short-Term Rental Licence* shall be the property of the Corporation of the Municipality of Bluewater;
- d) Obstruct or permit the obstruction of an inspection pursuant to this by-law;
- e) Operate more than one *Short-Term Rental* unit per *Premises*.

### **3.0 Administration**

3.1. The administration of this by-law is assigned to the *Manager* who shall generally perform all the administrative functions conferred upon them by this by-law, and without limitation may:

- a) Receive and process all applications for *Short-Term Rental Licences* under this by-law;
- b) Issue *Short-Term Rental Licences* in accordance with the provisions of this by-law;
- c) Impose terms and conditions on *Short-Term Rental Licences* in accordance with this by-law and as necessary to give effect to this by-law;
- d) Refuse to issue or revoke or suspend a *Short-Term Rental Licence* in accordance with this by-law.

## 4.0 Registration Requirements

- 4.1. Every application for an existing *Short-Term Rental Licence* shall be made to the *Manager* on the forms provided by the *Manager*. Without limitation, every application for a *Short-Term Rental Licence* shall include the following:
- a) Payment of the applicable licensing fee, as set in the *Municipality's* current fees and charges by-law.
  - b) A completed application form that will include each *Owner, Applicant* and/or *Agent's* name, municipal *Address* of the *Short-Term Rental*, telephone number, and email address;
  - c) The names and *Addresses* of each member of the partnership as well as the name under which the partnership intends to carry on business, if the *Applicant* is a partnership;
  - d) A copy of proof of ownership of the property on which the *Short-term Rental* is situated, which may include a copy of the transfer/deed, a copy of the parcel register from the Land Registry Office, and/or such other evidence as may be required by the *Manager*;
  - e) Proof that the *Applicant* is at least eighteen (18) years of age, if the *Applicant* is an individual;
  - f) An *Owner's* written authorization permitting the *Applicant* or *Agent* to act on their behalf;
  - g) Contact name and phone number for the *Responsible Person*;
  - h) If a *Tenant*, the consent of the *Owner* of the property;
  - i) Proof that the corporation is legally entitled to conduct business in Ontario, if the *Applicant* is a corporation, including but not limited to:
    - i. Articles of incorporation or other incorporating documents, duly certified by the proper government official or department of the Province of Ontario or of the Government of Canada, and
    - ii. A certified copy of an annual return which contains a list of all shareholders of the corporation;
  - j) A photograph of the front of the *Short-Term Rental* taken from the street;
  - k) Proof insurance which includes a liability limit of no less than two million dollars (\$2,000,000.00) per occurrence for property damage and bodily injury and

identifies that a *Short-Term Rental* is being operated on the *Premises*.

- l) A site plan, drawn to scale and fully dimensioned, of the *Short-Term Rental Premises* including the location, dimensions and surfacing of parking area, landscaping, all buildings, or structures on the land including decks, septic tank and septic bed dimensions, fire pits and well locations (if applicable).
- m) A Parking Management Plan for the *Short-Term Rental*, in accordance with this by-law and to the satisfaction of the *Manager*, showing the required number of spaces as set in section 5.3.
- n) The requested *Occupancy* for the *Short-Term Rental*, in accordance with this by-law and to the satisfaction of the *Manager*;
- o) The licence number of any current or previously licensed *Short-Term Rental Licence*.
- p) A Plan indicating all rooms and spaces for Fire Safety including a layout of the interior of the *Short-Term Rental* with locations for all smoke alarms, carbon monoxide alarms, location of fire extinguishers and all exits.
- q) Proof of septic system maintenance, inspections, and pump-out servicing within the last five (5) years.
- r) A sworn declaration from each and every *Owner*, and if there is a *Tenant*, by the *Owners* and the *Tenant* that:
  - i. They understand their responsibilities as a *Licensee*;
  - ii. The *Premises* is used primarily for residential purposes;
  - iii. The *Owner* and *Tenant*, if applicable, will comply with the Parking Management Plan;
  - iv. The *Short-Term Rental* is in compliance with the *Building Code Act, 1992* and any regulation made under it, or any revisions made thereto, including the *Building Code*;
  - v. The *Short-Term Rental* is in compliance with the *Fire Protection and Prevention Act, 1997*, and any regulations made under it, or any revisions made thereto, including the *Fire Code*;
  - vi. The *Owner* and *Tenant*, if applicable, confirms they will require each *Renter* to abide by the *Renter's Code of Conduct*; and
  - vii. The *Owner* and *Tenant*, if applicable, confirms the accuracy, truthfulness, and completeness of the information submitted;



- viii. The *Owner* and *Tenant*, if applicable, confirms that they will maintain liability insurance as required through this by-law while the *Short-Term Rental* is being operated as a *Short-Term Rental*.

4.2 Every *Person* licensed under this by-law shall, at all times:

- a) Comply with the regulations contained in this by-law,
- b) Notify the *Manager* in writing within 10 days of any changes to the information provided pursuant to section 4.1 of this by-law.

## 5.0 General Regulations

5.1. Subject to section 5.2, no *Short-Term Rental Licence* shall be granted to any *Person* in respect of a *Short-Term Rental* where either or both of the following conditions exist:

- a) There is a *Licensed Short-Term Rental* abutting the *Premises* for which the *Short-Term Rental Licence* is being sought; and/or
- b) The number of *Short Term-Rental Licensed Premises* exceeds 15.0% of all *Premises* fronting on the street for which the *Short-Term Rental Licence* fronts and is being sought.

5.2. The limitation in section 5.1 does not apply if:

- a) the *Person* can demonstrate to the satisfaction of the *Manager* that the *Person* operated a *Short-Term Rental* on the *Premises* during the period from April 30, 2022, to May 1, 2023; or
- b) the *Person* appeals pursuant to section 9.1 of this by-law and *Council* decides that notwithstanding section 5.1, the general intent and purpose of this by-law would be maintained by granting a *Short-Term Rental Licence* to the *Person*.

5.3 A Parking Management Plan shall comply with the following requirements:

- a) The number of parking spaces permitted for the *Short-Term Rental* is based upon the number of approved spaces and existing permitted spaces on the property;
- b) Parking spaces must be a minimum of 3 metre by 1.5 metre per space. The surfacing must be asphalt, gravel, concrete, or another similar hard surface and cannot be grass or other landscaped space.
- c) The parking spaces required by section 5.3 a) of this by-law must be provided on the *Short-Term Rental Premises*; and
- d) The parking spaces required by Section 5.3 must be legally established and conform to current Zoning By-laws for the *Municipality*.

5.4 Every person who operates a Short-Term Rental shall comply with the following requirements with respect to the Occupancy:

- a) The maximum *Occupancy* permitted on a *Premises* containing a *Short-Term Rental* shall be determined by reference to the number of *Bedrooms* in the *Short-Term Rental*, and the maximum *Occupancy* shall not exceed two (2) *Persons* per *Bedroom* plus two additional *Persons*.
- b) Visitors are permitted, provided the maximum *Occupancy* set out in 5.4 a) is not exceeded on the *Premises*.

5.5 Every *Person* operating a *Short-Term Rental* shall:

- a) Ensure the *Short-Term Rental* is operated in accordance with the Parking Management Plan, *Occupancy* requirements, Plan for Fire Safety, and *Renter's Code of Conduct*;
- b) Display the *Short-Term Rental Licence* in a prominent place in the *Short-Term Rental* to which it applies;
- c) Ensure that the *Responsible Person* is available to attend the *Short-Term Rental* at all times within a period of no greater than thirty (30) minutes from the time of contact by way of telephone or e-mail;
- d) Ensure that each *Renter* has been provided with the *Renter's Code of Conduct* with the *Licensee* retaining a copy of the confirmation of receipt of the *Renter's Code of Conduct* for a period of one year;
- e) Maintain the *Short-Term Rental* in a clean and sanitary condition, with adequate measures for the storage and disposal of garbage and waste and sufficient levels of illumination to permit the safe use of the *Short-Term Rental*. For the purposes of this subsection, adequate measures of the storage and disposal of waste shall mean a self-enclosed building, structure or container, located outside of the *Short-Term Rental*, which is of a sufficient size that will store the garbage and waste generated by the *Premises* until such garbage and waste is disposed of;
- f) Ensure that the *Short-Term Rental* is operated and used in such a fashion that the operation or use will not cause a breach or contravention of any current municipal by-law;
- g) Provide to at least one *Renter* of the *Short-Term Rental* an information package containing the following information:

- i) Contact information for the *Responsible Person* who is available to receive communications from any *Renter* during the rental period;
- ii) Instructions for use of the 9-1-1 emergency system, which includes the business *Address* or municipal *Address* for the *Premises*;
- iii) The name and *Address* of the nearest hospital or emergency medical services providing emergency care;
- iv) Non-emergency contact for the Ontario Provincial Police;
- v) Instructions for solid waste disposal, to include information on the applicable waste collection day and instructions for composting and recycling;
- vi) A schedule of common offences and related fines associated with *Renter* activities, to be provided by the *Manager*;
- vii) A copy of the *Short-Term Rental Licence*, and *Occupancy* limits, parking rules, and any conditions imposed on the *Short-Term Rental Licence*;

5.6 Any *Licensee* for the *Short-Term Rental* shall indemnify and save harmless the *Municipality* from any and all claims, demands, causes of action, loss, costs, or damages that the *Municipality* may suffer, incur, or be liable for resulting from the performance of the *Licensee* as set out in the by-law whether with or without negligence on the part of the *Licensee*, the *Licensee's* employees, managers, and *Agents*.

## 6.0 Refusal, Revocation and Term of Registration

- 6.1. The *Manager* shall receive and process all applications for *Short-Term Rental Licences* and for renewal of a *Short-Term Rental Licence* pursuant to this by-law.
- 6.2. The *Manager* may request comments from other departments or agencies in respect of the *Short-Term Rental*.
- 6.3. The *Manager* may require an inspection of the *Short-Term Rental* prior to making a determination on the *Application*.
- 6.4. The *Manager* may impose terms and conditions on *Short-Term Rental Licences* in accordance with this by-law and as necessary to give effect to this by-law.
- 6.5. The *Manager* shall issue a *Short-Term Rental Licence* and a renewal of a *Short-Term Rental Licence*, either conditionally or unconditionally, to any *Person* who meets the requirements of this by-law except where:

- a) the existing *Short-Term Rental Licence* has been *Suspended* or *Revoked* pursuant to this by-law;
- b) the conduct of the *Applicant* affords reasonable grounds for belief that the *Applicant* has not carried on, or will not carry on the *Short-Term Rental* in accordance with the law or with integrity and honesty;
- c) the *Applicant* is indebted to the *Municipality* in respect of fines, penalties, judgments, or outstanding property taxes, or other amounts owing.

## 7.0 Term of Licence

- 7.1 A *Short-Term Rental Licence* issued pursuant to this by-law shall expire on the date that is one (1) year after the date of the issuance of the *Short-Term Rental Licence* unless it is renewed or *Revoked* in accordance with the provisions of this by-law.

## 8.0 Notice of Suspension or Revocation

- 8.1 The *Manager* shall provide notice of intention to *Revoke* or *Suspend* a *Short-Term Rental Licence* where:
  - a) The *Licensee* would be disentitled to a license or a renewal of a license for the reasons set out in this by-law;
  - b) The *Licensee* has failed to comply with the regulations required by this by-law;
  - c) The *Short-Term Rental Licence* was issued in error.
- 8.2 Notwithstanding section 8.1, if satisfied that the continuation of the *Short-Term Rental Licence* poses an immediate danger to the health or safety of any *Person*, the *Manager* may, for a period of time not exceeding 14 days, *Suspend* the *Short-Term Rental Licence* immediately, provide reasons for the *Suspension*, and provide the *Licensee* with an opportunity to respond to them.

## 9.0 Appeals

- 9.1 Where the *Manager* has denied an *Applicant* a *Short-Term Rental Licence* or a request for renewal of a *Short-Term Rental Licence*, or *Suspended* or *Revoked* a *Short-Term Rental Licence*, the *Manager* shall inform the *Applicant* or *Licensee* by way of written notice setting out the grounds for the decision with reasonable particulars and advise of the right to appeal such decision to *Council*.
- 9.2 *Licensees* or *Applicants* may appeal to *Council* in relation to matters noted in section 9.1; appeals will not be permitted for any other matters including, without

limitation:

- a) Matters, notices, orders, and communications related to a non-compliance under a federal or provincial law or regulations or any other legislation outside of this by-law;
- b) Singular fines and issuance of demerit points as set out in this by-law;

9.3 A request for an appeal of a matter noted in section 9.1 shall be made in writing to the *Manager* setting out the reasons for the appeal within fourteen (14) days after service of the written notice of the *Manager's* decision.

9.4 *Council* shall meet within thirty (30) days after receiving the application for appeal.

9.5 The *Licensee* may be permitted to continue operation during the appeals process until such time as a decision is rendered by *Council*.

9.6 Where no request for an appeal is received in accordance with section 9.3, the decision of the *Manager* shall be deemed to be affirmed.

9.7 Where a request for an appeal is received, a hearing of *Council* shall be convened, and the *Applicant* or *Licensee* shall be provided reasonable written notice thereof.

9.8 At such hearing *Council* shall receive a report, either verbally, or in writing, from the *Manager* and from such other officers or employees of the *Municipality* who may be involved in the matter being considered by *Council*.

9.9 At the hearing before *Council*, the *Applicant*, *Owner*, and/or *Tenant*, as applicable, either personally or through is *Agent* or solicitor shall be afforded the opportunity to present such material and evidence relevant to the issue before *Council* as they may deem appropriate, and they may ask questions of any *Person* presenting evidence or a report to *Council* relevant to the said issues.

9.10 For the purposes of this by-law, a quorum of *Council* shall be a majority of the members of *Council*, and a decision by the majority of members present shall be the decision of *Council*.

9.11 *Council* may, after having heard all the evidence and submissions made to it by the *Applicant*, *Owner*, and/or *Tenant*, as applicable, and the *Manager*, debate the matter and reach its decision.

9.12 After such opportunity to be heard is afforded the *Applicant* or *Licensee*, *Council* may make a decision in respect of which the hearing was held or the opportunity for hearing afforded. *Council's* decision is final and not subject to review. *Council* may issue a *Licence*, renew a *Licence*, refuse to issue a *Licence*, refuse to renew a *Licence*, *Revoke*, *Suspend*, or impose any conditions upon a *Licence*. *Council* may consider any matter pertaining to the licensing requirements in

Section 4, the Regulations in Section 5, and/or the grounds for refusal in Section 6, or any other matter that relates to the general welfare, health, or safety of the public.

9.13 Where *Council* conducts a hearing, the rules set out in the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22 shall apply.

## 10.0 Order

10.1 Where the *Manager* has reasonable grounds to believe that a contravention of this by-law has occurred, the *Manager* may serve an order on the *Licensee* setting out the reasonable particulars of the contravention and directing:

- a) Compliance within a specified timeframe;
- b) Any work that is required to be done, and in default of such work being done, the work may be done at the *Licensee's* expense and the *Municipality* may recover the expense by in the same manner as municipal taxes; or
- c) The activity be discontinued.

10.2 Any *Person* who contravenes an order under this by-law is guilty of an offence.

10.3 An order under this by-law may require work to be done even though the facts which constitute the contravention of this by-law were present before this by-law came into force.

## 11.0 Demerit Point System

11.1 A demerit point system is established, without prejudice to and without precluding the use of options otherwise available to enforce this by-law or any other by-law of the *Municipality* or Provincial Act or Regulation including, but not limited to, set fines, and actions pursuant to the *Building Code Act*, *Fire Protection and Prevention Act*, and the *Provincial Offences Act*.

11.2 The number of demerit points referenced in Column 3 of Table 1 below may be assessed against a *Short-Term Rental* in respect of the matter noted in Column 1 upon the following event respecting a contravention:

- a) The expiry of the period for appealing a fine imposed pursuant to Part I or Part III of the *Provincial Offences Act*;
- b) The expiry of the period for appealing against a conviction in the Ontario Court of Justice;
- c) The confirmation of a guilty plea or uncontested fine where payment has

been made;

d) The confirmation of an order; or,

e) The confirmation of an order resulting in *Municipality* remediation.

11.3A *Short-Term Rental Licence* may be *Suspended* for a period not longer than six months if the total of all demerit points in effect respecting the *Short-Term Rental* is at least seven (7).

11.4A *Short-Term Rental Licence* may be *Revoked* if the total of all demerit points in effect respecting the *Short-Term Rental* is at least fifteen (15).

11.5 Notice of the suspension or revocation of a Licence shall be provided in accordance with Section 12 of this by-law.

11.6 Demerit points shall remain in place until the two-year anniversary of the date on which the demerit points were assessed.

Column 1 - Infraction	Column 2 - Section	Column 3 - Demerit points
1. Exceed permitted <i>Occupancy</i>	5.4 a)	4
2. Second or subsequent offence for exceeding maximum <i>Occupancy</i>	5.4 a)	7
3. Non-availability of <i>Responsible Person</i>	5.5 c)	4
4. Property Standards By-law Conviction related to <i>Premises</i>	n/a	5
5. Noise By-law Conviction related to <i>Premises</i>	n/a	3
6. Open Air Burning By-law Conviction related to <i>Premises</i>	n/a	4
7. Using or permitting <i>Premises</i> to be used contrary to the Parking Management Plan	5.3 a), b), c), d)	3
8. <i>Building Code Act</i> Order/Conviction	n/a	7
9. Fire Protection and Prevention Act/Fire Code Order/Conviction	n/a	7

10. Non-Compliance with other Municipal By-laws not listed	n/a	3
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## 12.0 Notices/Orders

12.1 Any notice or order issued pursuant to this by-law may be given in writing in any of the following ways and is effective:

- a) On the date on which a copy is delivered to the *Licensee* to whom it is addressed;
- b) On the fifth day after a copy is sent by mail to the *Licensee's* last known *Address*;
- c) Upon the sending of a copy by e-mail transmission to the *Licensee's* last known e-mail address, or
- d) Posting it on the *Premises*, on the date of the posting.

12.2 For the purpose of section 12.1, the *Licensee's* last known *Address* and last known e-mail address shall be deemed to include those provided pursuant to Section 4.1 of this by-law.

## 13.0 Inspection

13.1 The *Manager* or an *Officer* may, at any reasonable time inspect:

- a) Any *Premises* for which an application for a *Short-Term Rental Licence* has been submitted in whole or in part;
- b) Any *Premises* for which a *Short-Term Rental Licence* has been issued;
- c) Any *Premises*, vehicle, or place where a *Business* which is subject to this by-law is carried on or where there are reasonable or probable grounds to believe a *Business* is carried on;
- d) Any goods, equipment, books, records, or documents used or to be used by the *Owner, Tenant, Applicant, or Responsible Person* under this by-law.

13.2 It shall be an offence to obstruct or permit the obstruction of such inspection.

## 14.0 Offence and Penalty Provisions

14.1 Every *Person* who contravenes any provision of this by-law is guilty of an



offence and upon conviction is liable to a fine and such other penalties as provided for by the *Provincial Offences Act*, R.S.O. 1990, Chapter P. 33, as amended.

14.2 Every *Person* guilty of an offence under this by-law may, if permitted under the *Provincial Offences Act*, pay a set fine, and the Chief Judge of the Ontario Court of Justice shall be requested to establish set fines in accordance with Schedule "A" attached to this by-law.

14.3 Pursuant to section 447 of the *Municipal Act, 2001* where an *Owner* is convicted of knowingly carrying on or engaging in a *Business* in respect of any *Premises* or part of any *Premises* without a *Short-Term Rental Registration*, or a *Person* is convicted of any other contravention of this by-law and the court determines that the *Owner* of the *Premises* or part of the *Premises* in respect of which the conviction was made know or ought to have known of the conduct which formed the subject-matter of the conviction or any pattern of similar conduct, the court may order that the *Premises* or part of the *Premises* be closed to any use for a period not exceeding two years.

14.4 In addition to any other remedy, it may have at law, the *Municipality* shall be entitled to enforce this by-law in accordance with Section 442 and 446 of the *Municipal Act, 2001*, as amended.

## **15.0 Collection of Unpaid Fines**

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

## **16.0 References**

16.1 References in this by-law to any legislation or by-law means as may be amended or replaced from time to time and include any regulations thereunder.

## **17.0 Severability**

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

**18.0 Short Title**

18.1 This by-law shall be known as the “Short-Term Rental Licensing By-law”.

**19.0 Effective Date**

19.1 THAT this By-law shall come into effect in each ward of the Municipality of Bluewater as set by the following dates:

Ward of Bayfield – July 4<sup>th</sup>, 2023

Ward of Hay West – July 25<sup>th</sup>, 2023

Wards of Stanley West and East, Hensall, Zurich, Hay East – August 15<sup>th</sup>, 2023

By-law read a first and second time this 19th day of June 2023.

By-law read a third time and finally passed this 19th day of June 2023.

Original Signed

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Paul Klopp, Mayor

Original Signed

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Chandra Alexander, Clerk

The Corporation of the Municipality of Bluewater

Schedule "A" to By-Law Number 68-2023:

Short-Term Rental Licensing By-law

PART 1-Provincial Offences Act

Set Fine Schedule

<b>Item</b>	<b>Column 1 – Short Form Wording</b>	<b>Column 2 – Offence Creating Provision</b>	<b>Column 3 – Set Fine</b>
1.	Operate/Permit operation of a Short-Term Rental without a Licence	2.1a)	\$900
2.	Operate a Short-Term Rental while Licence Suspended	2.1d)	\$900
3.	Market/operate/provide Short Term Rental where prohibited	2.2	\$750
4.	Transfer or assigned a Licence	2.3 a)	\$750
5.	Obtain a Short-Term Rental Licence by providing false information	2.3 b)	\$500
6.	Obstruct an inspection of Premises	2.3 d)	\$500
7.	Operate more than one Short-Term Rental on a Premises	2.3 e)	\$500
8.	Use/Permit the use of Short-Term Rental contrary to the permitted Occupancy	5.4 a)	\$500

NOTE: The general penalty provision for the offences listed above is Section 14 of By-law Number 68-2023, a certified copy of which has been filed.