



# Town of Whitby

## By-law # 8187-25

### Rental Unit Vital Services By-law

Being a By-law to establish provisions for providing Vital Services to a Rental Unit(s), including hot water, adequate and suitable heat, suitably cooled air, and potable water for rented or leased dwellings or living accommodations in the Town of Whitby.

Whereas Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, (the "Act") allows a Municipality to pass by-laws respecting the health, safety and well-being of persons and the protection of persons and property, including consumer protection;

And whereas Section 128 of the Act states that Council may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

And whereas the Town of Whitby receives complaints from residential tenants within the geographical area of the Town regarding adequate vital services being unavailable for extended periods of time, which is a nuisance for members of the public living without those vital services and has a negative effect on their health, safety and well-being;

And whereas Section 434.1 of the Act states that a municipality may require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the Act;

And whereas Section 436 of the Act, provides that a municipality may pass a by-law providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether a by-law of the municipality has been complied with;

And whereas Sections 444 and 445 of the Act, provide that the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention, or the owner or occupier of the land on which the contravention occurred, to discontinue the contravening activity and to do the work to correct the contravention.

Now therefore, the Council of The Corporation of the Town of Whitby hereby enacts as follows:

#### 1. Definitions

- 1.1. "Additional Dwelling Units" or "ADUs" means a self-contained dwelling unit either located within a permitted residential dwelling or located within an accessory structure which is secondary to the main residential building on the same lot.

- 1.2. "Adequate and suitable cooling" means a maximum air temperature, in the part of the accommodation which is normally used, of no more than twenty-six degrees Celsius (26°C). Portable air conditioning units and air conditioning window shakers may not be utilized to establish suitably cooled air.
- 1.3. "Adequate and suitable heat" means a minimum air temperature, in the part of the accommodation which is normally heated, of at least twenty degrees Celsius (20°C). Portable heaters may not be utilized to achieve adequate and suitable heat.
- 1.4. "Adequate and suitable hot water" means hot water which shall be at least forty-three degrees Celsius (43°C) when measured at a tap with the hot water running for at least thirty (30) seconds.
- 1.5. "Adequate and suitable supply of hot water" means a supply of hot water that is available and of sufficient quantity for the normal use of all kitchen and bathroom sinks and showers contained within an ADU or any particular residential dwelling unit within building.
- 1.6. "Adequate and suitable supply of potable water" means a continuous supply of potable water of sufficient quantity for the normal use of kitchen, laundry and bathroom facilities.
- 1.7. "Central Air Conditioning System" means a mechanical system designed to cool air from a central location and distribute it to and from rooms by one or more fans and may include ductwork and does not include any air conditioning window shakers.
- 1.8. "Landlord" includes,
  - a) the owner of a Rental unit or any other person who permits occupancy of a Rental unit, other than a tenant who occupies a Rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,
  - (b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and,
  - (c) a person, other than a tenant occupying a Rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or the Residential Tenancies Act, 2006, including the right to collect rent; the person or persons registered as the owner of a subject property, containing a Rental unit, in the most recent municipal tax records and/or on the deed in

accordance with the records of the land registry office and includes the person managing or receiving the rent.

- 1.9. "Municipal Law Enforcement Officer" means a municipal law enforcement officer appointed by the Council of the Town to administer and enforce the provisions of this By-law. This definition includes an Enforcement Services Officer.
- 1.10. "Person" includes a tenant, lessee, an individual, a firm, corporation, association or partnership.
- 1.11. "Rental unit" means a residential Dwelling unit, or an Additional Dwelling Unit (ADU) as defined by the Town's Zoning By-laws offered for lease or rent by the owner of the dwelling unit or ADU.
- 1.12. "Vital Service(s)" means all or individually the supply of adequate and suitable potable water, adequate and suitable hot water, adequate and suitable supply of hot water, adequate and suitable heat and adequate and suitable cooling.

## **2. General**

- 2.1. This By-law shall only apply to Rental unit(s) within the Town of Whitby offered for lease or rent.
- 2.2. No supplier of a Vital Service shall cease to provide a Vital Service to a Rental unit unless notice of the intended discontinuance of the Vital Service has been given in writing to the Tenant at least 30 days before the supplier ceases to provide the Vital Service.
- 2.3. No landlord shall fail to provide a Vital Service(s) to a Rental unit.
- 2.4. No tenant shall fail to allow access to the Rental unit when sufficient written notice has been supplied in accordance with Section 27(1) of the Residential Tenancies Act, R.S.O. 2006.

### **Water supply**

- 2.5. Every landlord of a Rental unit shall provide the sinks, laundry facilities, wash basins, bathtubs and showers within the dwelling unit with,
  - a) an adequate and suitable supply of potable water from a source approved by the Regional Municipality of Durham;
  - b) adequate and suitable hot water from a source approved by the Regional Municipality of Durham.

## **Heat**

- 2.6. The landlord of every Rental unit which, as between tenant or lessee and the landlord is normally heated by or at the expense of the landlord, shall maintain in such dwelling or living accommodation adequate and suitable heat between the 15<sup>th</sup> day of September in each year and the 31<sup>st</sup> day of May in the following year.

## **Air Conditioning**

- 2.7. The landlord of every Rental unit equipped with a Central Air Conditioning System, shall maintain in such dwelling unit or living accommodation adequate and suitable cooling between the 1<sup>st</sup> day of June and the 14<sup>th</sup> day of September.
- 2.8. For clarity, if the primary residential dwelling of a building with one or more ADUs has a Central Air Conditioning System at the start of a tenancy, then all ADUs in that building must be provided adequate and suitable cooling in accordance with this Section.

## **3. Exemptions**

- 3.1. A landlord may cease to provide a Vital Service only when such cessation is necessary to alter or repair the rental unit and only for the minimum period necessary to affect the alteration or repair, upon notice provided to occupant.
- 3.2. Section 2.7 of this By-law does not apply if a Rental unit does not have a Central Air Conditioning System at the start of the tenancy of a Person. In the case of ADUs, Section 2.7 does not apply if the ADUs and the primary residential dwelling unit do not have a Central Air Conditioning System.

## **4. Orders and Enforcement**

- 4.1. A Municipal Law Enforcement Officer, or any person acting under their instructions, upon the request of any tenant or lessee, may enter, inspect and examine at any reasonable time the premises in which the dwelling unit or living accommodation of such tenant or lessee is located, for the purpose of determining compliance with the requirements of this By-law; and any person in possession of such premises for the time being, shall render such aid to the Municipal Law Enforcement Officer or persons acting under their instructions, as may be necessary to make such inspection or examination.
- 4.2. Where an officer is satisfied that there has been a contravention of a provision of this By-law, the officer may issue an order requiring the owner or occupant of the property to do work to the property to correct the contravention.

- 4.3. An order issued pursuant to Section 4.2 of this By-law shall set out reasonable particulars of the contravention, the general location of the contravention, the general nature of the work required to be done to correct the contravention and the date by which the work must be done.
- 4.4. An order issued pursuant to Section 4.2 of this By-law may be served by personal delivery to the owner or occupant, or by posting the order in a conspicuous place at the subject property, or by sending it by registered mail to the last known address of the owner or the address of the owner, or by sending it by registered mail to the occupant at the last known address of the occupant.
- 4.5. Service of an order pursuant to Section 4.4 of this By-law shall be deemed to have been affected on the date that it is delivered personally, twenty-four (24) hours after the order was posted or emailed, or three (3) days after it was mailed as the case may be.
- 4.6. Where an order has been issued and compliance has not been achieved by the date specified in the order, the Town may cause the work set out in the order to be done.
- 4.7. The Town may recover the costs of doing any work undertaken pursuant to Section 4.6. of this By-law, together with an administration charge equal to twenty-five (25) percent of the total costs, from the owner or occupant by legal action or by adding the costs and administration charge to the tax roll and collecting them in the same manner as property taxes.

## **5. Offences and Penalties**

- 5.1. No landlord shall use or occupy, or allow the use or occupancy of any Rental unit which does not comply with the provisions of this By-law.
- 5.2. No landlord shall fail to comply with an Order issued by a Municipal Law Enforcement Officer.
- 5.3. No person shall provide false or fraudulent information to a Municipal Law Enforcement Officer.
- 5.4. No person shall hinder or obstruct or attempt to hinder or obstruct a Municipal Law Enforcement Officer carrying out an inspection to determine compliance with this By-law.
- 5.5. Every person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine as set out in Section 61 of the Provincial Offences Act R.S.O. 1990 c.P.33.

### **Administrative Penalty System**

- 5.6. Every person who contravenes or fails to comply with a provision of this By-law is guilty of an offence and is liable to the penalty as set out in Schedule "A" to this By-Law.

### **Tiered and Escalating Penalties:**

- 5.7. If a person receives a Penalty Notice in accordance with the Town's Administrative Penalty By-law for an offence, the person shall be liable to pay to the Town a tier one (1) administrative penalty amount for that offence as specified in Schedule "A" to this By-law. If a person receives an additional Penalty Notice for the same offence within ninety (90) calendar days or less from the date of the Penalty Notice containing a tier one (1) administrative penalty amount, the person shall be liable to pay to the Town a tier two (2) administrative penalty amount for that offence as specified in Schedule "A" to this By-law. If the person receives a subsequent Penalty Notice for the same offence within ninety (90) calendar days or less of the Penalty Notice containing a tier two (2) administrative penalty amount, the person shall be liable to pay to the Town a tier three (3) administrative penalty amount for that offence as specified in Schedule "A" to this By-law. If the person receives any subsequent Penalty Notices for the same offence within one hundred and eighty (180) calendar days or less from the date of the Penalty Notice containing a tier three (3) administrative penalty amount, the person shall be liable to pay to the Town a tier three (3) administrative penalty amount for that offence as specified in Schedule "A" to this By-law.

## **6. Severability**

- 6.1. Where a court of competent jurisdiction declares any section of this By-law to be invalid, or to be not in force, or without effect, it is the intention of Council in enacting this By-law that the remainder of this By-law shall continue in force and be applied and enforced

## **7. Short Title**

- 7.1. This By-law may be cited as the Rental Unit Vital Services By-law.

## **8. Repeal of Existing By-law**

- 8.1. That Sections 1.3., 1.4., 1.5., 1.6., 9.5.1., 9.8.1., 9.8.2., of the Property Standards By-law #6874-14, as amended, be repealed on September 1, 2025, at 11:59 p.m.

## **9. Effective Date**

- 9.1. This By-law shall come into force and effect at 12:00 a.m. on September 2, 2025.

By-law read and passed this 26th day of May, 2025.

## **Schedules**

### **Schedule A**

Administrative Penalties

---

Elizabeth Roy, Mayor

---

Christopher Harris, Town Clerk

## **Schedule “A”**

### **Rental Unit Vital Services - Administrative Penalties**

**Town of Whitby By-law # 8187-25**

<b>Item</b>	<b>Description</b>	<b>By-law Section</b>	<b>Tier 1 (one)</b>	<b>Tier 2 (two)</b>	<b>Tier 3 (three)</b>
1.	Fail to provide 30 days' notice of discontinuance of vital service	2.2.	\$500.00	\$750.00	\$1000.00
2.	Fail to allow access to a rental unit	2.4.	\$500.00	\$750.00	\$1000.00
3.	Use/occupy or allow the use/occupancy of any rental unit which does not comply with the provisions of this by-law	5.1.	\$500.00	\$750.00	\$1000.00
4.	Fail to comply with an Order	5.2.	\$500.00	\$750.00	\$1000.00
5.	Provide false or fraudulent information to a Municipal Law Enforcement Officer.	5.3.	\$500.00	\$750.00	\$1000.00
6.	Hinder or obstruct or attempt to hinder or obstruct a Municipal Law Enforcement Officer carrying out an inspection	5.4.	\$500.00	\$750.00	\$1000.00