

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Scott Mathers, MPA, P.Eng.  
Deputy City Manager, Planning and Economic Development

**Subject:** Renovictions: Amendments to the Business Licensing By-law to Introduce a Rental Unit Repair Licence

**Date:** September 9, 2024

## Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken:

- (a) the attached proposed by-law amendments (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on September 24, 2024, to amend By-law No. L.-131-16, being “A by-law to provide for the Licensing and Regulation of Various Businesses” to introduce Schedule 23 – Rental Unit Repair Licence and its associated regulations;
- (b) the attached proposed by-law (Appendix “B”) **BE INTRODUCED** at the Municipal Council meeting to be held on September 24, 2024, to amend By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London” to introduce penalty amounts for the proposed licensing schedule;
- (c) the attached proposed by-law (Appendix “C”) **BE INTRODUCED** at the Municipal Council meeting to be held on September 24, 2024, to amend By-law No. A-59, being “A by-law to provide for Various Fees and Charges”;
- (d) that Civic Administration **BE DIRECTED** to submit a Multi-Year Budget update reflecting staffing needs for the Rental Unit Repair Licence program;
- (e) that **NO ACTION BE TAKEN** to amend By-law No. CP-19, the Residential Rental Unit Licensing By-law to expand the program to licence all multi-unit residential dwellings up to and including four (4) storeys in height or less, including those units contained in sub-levels.

## Summary

In April 2024, Civic Administration was directed to report back with respect to a Renovation Licence and Relocation by-law. On July 17, 2024, Council Resolved that Civic Administration bring forward amendments to the Business Licensing By-law L.-131-16, the Administrative Monetary Penalties (AMPs) By-law No. A-54, and the Fees and Charges By-law No. A-59, and to report back to the Community and Protective Services Committee (CPSC) on possible temporary alternate accommodations for displaced tenants, or short-term rental top-up.

This report provides background and discussion on those resolutions and actions taken by Council and Civic Administration since the January 2024 Resolution. This includes linkages to the Strategic Plan, summarizing comments received at the public participation meeting, discussion regarding alternate accommodations and rent top-ups in the by-law, and consideration of the expansion of the rental unit licensing program.

The report also presents the financial implications of the new licence and associated program, including staffing requirements, license fees, and administrative penalties and the consideration of cost recovery. Finally, the report reviews the recommendations found in the associated amending by-laws, including the Business Licensing By-law. The new business licence aims to improve living conditions and help tenants understand their rights, addressing issues related to renovictions.

## Linkage to the Corporate Strategic Plan

This proposed amendment is linked to the Mission of the City's 2023-2027 Strategic Plan to improve quality of life and building a strong community through bold, proactive, and accountable City services.

The licencing program supports the *Housing and Homelessness* Strategic Area of Focus by demonstrating leadership and building partnerships to increase tenant quality, affordability, and support. The by-law amendment is intended to keep individuals and families housed and improve their existing living conditions.

Helping tenants understand their rights will help keep London affordable and shows we are acting in a supportive way, as articulated in the *'Wellbeing and Safety'* Strategic Area of Focus in the Plan.

The licensing of this process should foster trust, demonstrate openness and accountability, and make us a leader in public service, which support the Strategic Area of Focus of a *Well-run City*.

## Analysis

### 1.0 Previous Reports and Resolutions Related to this Matter

On January 23, 2024, Council resolved that the following actions be taken with respect to municipal options to limit or prevent renovictions:

- a) the Civic Administration **BE DIRECTED** to report back to the Community and Protective Services Committee (CPSC) with recommendations on a spectrum of municipal options to limit or prevent renovictions, including but not limited to amendments to or new municipal by-laws, policies, and programs, by the end of Q3 of 2024;
- b) the communications from Mayor Morgan, Deputy Mayor Lewis and Councillor Cuddy and Councillor Trosow, as appended to the Agenda and the Added Agenda **BE RECEIVED** and **BE REFERRED** to Civic Administration for consideration with respect to including the potential operational value of N12-N13 filing requirements in the report back; and,
- c) the Civic Administration **BE REQUESTED** to include, in the report back, the feasibility and impact of extending the Residential Rental Unit Licence (RRUL) applicability beyond the current unit limit, to include the possible extension to all multi-unit residential dwellings of up to and including 4 storeys in height or less, and including those units contained in sub levels;

On March 18, 2024, Staff submitted a *Renovictions Research Report* to the Community and Protective Services Committee which provided contextual information and research regarding systematic displacement, renovictions, and other related matters. This included a review of how these issues have been, and continue to be, addressed in Ontario, in British Columbia, and other parts of the world.

On April 3, 2024, Council Resolved that Civic Administration report back at a future meeting of the Community and Protective Services Committee with respect to a "Renovation License and Relocation by law" (the name of Hamilton's By-law), it being noted that a public participation meeting would be held prior to the introduction of a new by-law.

On June 10<sup>th</sup>, 2024, Staff introduced a proposed by-law, received by Council on June 26<sup>th</sup>, 2024, but which was withheld from three readings to hold a Public Participation Meeting and give interested parties an opportunity to review and comment on the by-law.

On July 15, 2024, the Public Participation Meeting was held to discuss the bylaw received by the Committee June 10th. A thematic summary of comments submitted by the public at that meeting is provided in Section 2.0.

On July 23, 2024, Council resolved that the following actions be taken with respect to Renovictions: Renovation License and Relocation By-law Changes and public comments received (to date):

- a) the above-noted staff report **BE RECEIVED** for information purposes to summarize the comments received so far from the public regarding proposed amendments to the business licensing by-law to introduce a new license category pertaining to licensing renovation-induced evictions; and,
- b) the Civic Administration **BE DIRECTED** to report back to the Community and Protective Services Committee on possible temporary alternate accommodations for displaced tenants or short-term rental top up;

it being noted that amendments will be brought forward to amend the Business Licensing By-law L.-131-16, the Administrative Monetary Penalties By-law No. A-54 to introduce penalties and amounts to Schedule A-5 pertaining to the Business Licensing By-law and this proposed new license category, and to the Fees and Charges By-law No. A-59 to introduce fees and charges associated with this proposed licence category;

## **2.0 Public and Agency Comments**

Since January there have been several meetings and discussions with other municipalities, internal departments, external agencies, and members of the public which have helped to create the attached by-law. Formal submissions from various agencies have been appended to previous CPSC and Council meeting agendas to express support or concern or provide background regarding the proposals. Comments provided at the Public Participation Meeting, and on the City's "Get Involved" page have been summarized and grouped by themes below. All the submissions and comments have been considered in creating the by-law, the administration of the by-law, and subsequent supports.

### **Tenant Challenges and Vulnerabilities**

- Tenants face sudden lease terminations and excessive costs including increased rent and added fees, without adequate rights or protections.
- Many have been forced to relocate due to N13 notices, often under questionable circumstances, leading to financial strain, and a challenging LTB process
- Tenants pay a significant and increasing portion of their income to housing and there is nowhere affordable to go. This highlights the need for stronger tenant protections.

### **Government and Legal System Involvement**

- Calls for provincial and municipal government to address fraudulent practices and improve enforcement.
- The current RTA process, and proposed by-law, are weak. The financial incentives for landlords to exploit loopholes is not being addressed.
- There is an appreciation for what the City of London is doing, but concerns remain about the pace and effectiveness of this process.

### **Impact on Community and Housing**

- Renovictions are causing community disruption, with tenants often displaced into inadequate, unaffordable housing.
- The social and financial costs to the city are significant, affecting housing services and increasing homelessness.

- Need to adopt stronger measures, such as those from New Westminster and Hamilton.

### **Proposed Solutions and Improvements**

- Suggestions include enhancing by-law to close loopholes, create stiffer penalties, and ensure landlord accountability.
- Emphasizing housing as a human right and increasing awareness of tenant rights are crucial steps forward.
- Providing rental top-ups and alternate accommodation and compensation requirements in the by-law will help mitigate the impact on tenants.

### **Concerns About Licensing and Fees**

- Developers and property owners acknowledge issues with unethical landlords but worry that licensing will unfairly impact ethical ones.
- Suggest lowering the license fee and imposing higher penalties for violators.
- The \$500,000 for staff is questioned, prefer less expensive program alternatives.
- Landlords should be allowed to make money.

### **Necessity of Renovations**

- Acknowledgment that renovations are necessary for maintaining older buildings.
- Discussion around the balance between necessary upgrades, evictions, and tenant rights.
- Question/Confusion re. process of getting rid of “bad tenants” if unable to use N13?

### **Existing Legal Process**

- Emphasis should be on tenant rights being upheld through existing legal frameworks like the LTB, not recreated in London.
- This should be a Provincial matter and not addressed locally.
- Concerns about the redundancy and financial burden of additional licensing requirements on property owners and managers.

## **3.0 General Discussion & Considerations**

### **3.1 Background**

In January of 2024, Civic Administration was tasked with reviewing current by-laws to better inform tenants of their rights and help protect them from what has come to be called a “renoviction”<sup>a</sup>, evicting to allegedly renovate aging units, but often only to displace tenants paying below-market rent. “Bad faith”<sup>b</sup> evictions are happening in London, often involving the misuse of the N13 “Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it, or Convert it to Another Use” (N13), or by other means.

In fairness, there are also rental unit renovation evictions that follow the prescribed processes in the *Residential Tenancies Act* (RTA) regarding compensation and (potential) re-occupation of the unit following genuine improvements or repairs. These however are difficult to track because there is no reporting mechanism for “renovictions” that go smoothly or are undertaken properly.

Renovation evictions done in “bad faith” have led to increased hardships for tenants, straining local housing, support, and shelter systems. Evidence provided in previous reports and submissions at the Public Participation Meeting highlight hearing delays and enforcement issues at the Provincial level via the Landlord Tenant Board (LTB) and reference to this practice being part of a “landlord playbook” for profiting off rental

<sup>a</sup> For a definition of “renoviction”, see Watson, H. G. (Maclean’s, February 1, 2024), “Why this Ontario city is passing an anti-renoviction policy”, retrieved May 28, 2024, from <https://macleans.ca/society/hamilton-renoviction-policy/>.

<sup>b</sup> For a definition of “bad faith”, see Beattie, Samantha (CBC News, January 18, 2024), “Hamilton to become 1st Ontario city with bylaw to stop 'bad faith' renovictions”, retrieved May 28, 2024, from <https://www.cbc.ca/news/canada/hamilton/renoviction-bylaw-1.7086701>. Also used in the *Residential Tenancies Act, 2006*, ss.57(1)(c).

housing by ignoring, subverting, or exploiting the processes, notwithstanding the rules in the RTA.

To help address these concerns, the province introduced the "*Helping Homebuyers, Protecting Tenants Act, 2023*" (Bill 97) to amend the RTA and provide greater protection for tenants. However, the amendments to the RTA proposed therein have not been implemented. But with no timeline for those amendments on the horizon, municipalities such as London, Hamilton, Toronto, Ottawa, and others are implementing processes and creating by-laws to protect their citizens. Elements of Bill 97 have been included in the proposed Licensing By-law, to offer more immediate relief for tenants facing renoviction.

The proposed Rental Unit Repair Licence, a schedule of the Business Licensing By-law, will require landlords to obtain a Municipal Licence if they use an N13 to evict tenants to perform extensive repairs. The licence, among other things, requires the exchange of information between a landlord and tenant and the preparation of essential documents and permits to validate the legitimacy of the claim that vacant possession is required.

The new Licence will require the provision of essential information to tenants about their rights when faced with an N13 Notice, and slow or stop the practice of using the N13 as a tool to evict tenants in bad faith to capture more profits. This should have a positive effect on the economic and social well-being of the municipality, and the health, safety, and well-being of Londoners impacted by a 'renoviction.'

Licensing the repair of rental units is achieved without altering or affecting any processes established by the RTA. This licence does reference rules outlined in the RTA, and Bill 97, specifically targeting renovation evictions under subsection 50(1)(c) of the RTA using an N13 Notice.

### **3.2 Stopping Bad-Faith Renovation Evictions**

The introduction of this proposed licence for renovation evictions in London has sparked confusion among some landlords, particularly regarding its implications on their rights and profits, as well as its interaction with the existing Landlord Tenant Board process. We heard from some landlords, who submitted online responses to our get involved website, that by taking away their ability to use the N13 to evict, we are making it hard for them to evict bad tenants and that using the N13 is their preference because the other ways to evict are too difficult.

As stated, a goal of this license is to enhance the economic and social well-being of the municipality and protect the health and safety of residents. The license is designed to discourage 'bad faith' renovation evictions and ensure tenants are aware of their essential rights when issued an N13 notice.

This licence will only apply in situations where a landlord gives an N13 Notice to a tenant to evict them for extensive renovations. Under Section 50(1)(c) of the RTA, which is the only legitimate use of the N13 Notice, and it is the *misuse* of the N13 that we are trying to stop, while informing tenants of their rights.

There are legitimate circumstances where a unit, or several units, involve such extensive repairs that vacant possession is required, i.e. structural failure or essential building-wide system failures. More frequently, however, repairs can and should be managed on a unit-by-unit basis while the tenant, and their belongings, remain in the unit. This practice is far less disturbing to tenants than a full eviction and upheaval.

### **3.3 Alternate Accommodations and Rent Top-ups**

During the research and public participation process, it has been stated that a by-law without provisions for alternate accommodation and rent top-ups would be considered weak. However, this view was not universally accepted. For clarification, the rental top-up is the equivalent of compensation paid by a landlord to a tenant to offset the

difference between the current rent (in the unit being renovated) and the new rent charged at the temporary alternate accommodation, during displacement.

Civic Administration do not recommend including alternate accommodation nor compensation provisions in the by-law for the following reasons.

Primarily, when a municipality requires something that may not necessarily be feasible, by-law administrators must consider granting exemptions from those requirements. As an example, Hamilton's Renovation Licence and Relocation By-law – which does include requirements for Alternate Accommodations and rent top-ups – also includes exemptions from providing them. The City of Hamilton exemptions are attached as (“Appendix E”). Specifically, as the Hamilton by-law states, a landlord who is subject to providing alternate accommodations and rental top-up may apply to the City of Hamilton for an exemption from providing it. This exemption may be made if the Landlord is unable to make the required relocation arrangements.

A part of the housing crisis is the extremely low vacancy rate in rental accommodations. The most recent number provided by the CMHC for London was 1.7%, reported in October 2023. This makes finding affordable, acceptable short-term rentals difficult for tenants. Civic Administration believe that, regardless of the eviction's legitimacy, most licence applicants would seek an exemption from the alternate accommodation requirements if they were to be included, and it would be hard to prove that there were adequate opportunities for temporarily housing displaced tenants.

Including alternate accommodation (and exemption) requirements, along with the associated compensation, adds an administrative burden that complicates the licensing process, potentially delaying legitimate renovation evictions from happening. Reviewing requests for exemption would be time-consuming and resource intensive. Staff would be required to mediate between landlords and tenants on acceptable short-term accommodations. In Hamilton, if the alternate accommodation regulation were not included in the by-law, the new staff compliment to implement the by-law would have been reduced.

As an added element, Part 7 of the Business Licensing By-law requires that any licensee must comply with all Federal and Provincial laws and municipal by-laws. Section 54 of the RTA sets out clear rules regarding a tenant's right to compensation in instances of repair and renovation – corresponding to the use of the N13 Notice under section 50(1)(c).

Therefore, during the time of holding a licence, the city may require a licensee to provide a sworn declaration that they have complied Section 54 of the RTA if applicable. A condition may be placed on the licence referencing compliance with the RTA. If at any time during the renovation eviction the licensee does not comply with the requirements of all Federal and Provincial Laws, including the RTA, they may be penalized, and their licence may be suspended, revoked, or (re-)issued with conditions.

### **3.4 Community Partners and Internal Services**

Municipal Compliance and Licensing Staff have been working with internal City departments to discuss enhanced tenant protections and issues related to bad faith renovation evictions, among other broad matters. This joint effort involves Housing Stability Services, Municipal Housing Development, Building Division, and Legal Services who have or will participate to effectively implement the Rental Unit Repair Licence and its associated supports.

Additionally, discussions with external organizations including Neighbourhood Legal Services London and Middlesex, the Canadian Centre for Housing Rights, the London Property Management Association, the London Development Institute, and ACORN have informed this proposed amendment. Maintaining these relationships will help us develop a comprehensive Tenant Information Package, effective strategies to further

support tenants and landlords across the City and provide feedback to measure the impact of the by-law.

### 3.5 Consultation with Other Municipalities

Staff are engaging with other municipalities in Ontario and maintaining communication with two in British Columbia to exchange best practices on tenant protections, including by-laws and related supports. This collaboration demonstrates a commitment from municipalities and their Councils to better understand local housing pressures and explore ways to improve the situation.

## 4.0 By-law Discussion and Analysis

### 4.1 Financial Impacts and Considerations

#### (a) Staffing requirements

To ensure adequate enforcement, administrative, and program support, Civic Administration suggests that three new positions are necessary to effectively launch the new licensing program. A needs assessment will guide future staffing requirements. The table below details the financial implications of these three positions and the capital costs for a new inspection vehicle.

**Figure 1 – Estimated Staff and Vehicle Cost**

Given our research to date, it is estimated that the program could be implemented and supported in the interim with the creation of these three new positions and the purchase of an additional vehicle.

**Figure 1 – Estimated Staff and Vehicle Cost**

<b>Position Name</b>	<b># of positions</b>	<b>Total (salary &amp; fringe)</b>
Licensing and Customer Services Administrative Support	3	\$300,000
Inspection Vehicle	1	\$30 000
<b>Total Staff &amp; Vehicle Cost:</b>		<b>\$330,000</b>

This is achieved through reallocating existing capacity, including recently approved positions identified in the Multi-Year Budget. This reduction in resources would reduce the immediate cost of the program, allow for greater potential cost recovery, and allow Staff to measure the impact on resources of the new licensing regime. This is a reduction from the previous estimate of \$581,000 provided in June 2024.

#### (b) Licence Application Fee

Civic Administration recommends the fee for a Rental Unit Repair Licence be set at \$600 per unit. Our previous report recommended a \$400 application fee, which upon further review was too low when considering application review time, communication, and the ongoing monitoring of licensees. The new fee will help to further offset program costs, including Staffing. This fee will be indexed annually commencing January 1, 2026, based on the Consumer Price Index calculated each October and rounded to the nearest dollar. An amendment to the Fees and Charges By-law A-59 is attached to reflect this fee.

As discussed previously, the application fee is not anticipated to fully cover the cost of program administration. However, keeping the application fee low helps ensure that Landlords who legitimately require vacant possession of a unit to repair it are not penalized for doing so.

According to the CMHC, in their October 2023 Rental Market Statistics Summary, the average market rent in London was \$1,366/month; a gain of 5% over the previous year. If that trend continues into 2024, the average market rent this year will be \$2,049/month.

With a licence application fee that is less than half of the rent of the average unit for one month, staff believe that the application fee is reasonable to help offset a portion of program costs, and to encourage compliance.

(c) Administrative Monetary Penalties

Administrative Monetary Penalties (AMPS) are based on specific violations of the Business Licensing by-law and associated Schedule. A penalty schedule is attached, as part of the proposed amendment to the AMPS by-law (Appendix B). It should be noted that multiple AMPS can be applied to an individual situation and can be escalated where offences are ignored or repeated. Escalation can happen daily, including a doubling of the penalty after the initial violation, and penalties may be applied to each unit to which the by-law or a violation pertains.

Civic Administration has recommended penalty amounts that will encourage compliance with the proposed by-law and discourage the strategic use of the N13 to displace long-term tenants paying below-market rent. The following summary of the penalty amounts is provided, with the full schedule found in Appendix “B,” attached.

**Figure 2 – Selected AMPS and Penalty Amounts**

<b>Penalty</b>	<b>Penalty Amount</b>
Fail to give Tenant Information Package with N13 Notice	\$ 1000
Fail to apply for Licence	\$ 2000
Fail to Renew Licence	\$ 250
Renovations without a Licence – Landlord	\$ 2500
Fail to Comply with Licence Conditions	\$ 500
Advertise or Occupy Unit to be Re-Occupied	\$ 2500
Fail to comply – Federal or Provincial Laws/ Municipal By-laws	\$ 1000

There is also a housekeeping amendment recommended by Civic Administration to the AMPS by-law. Staff recommend replacing the existing section 3.4 b) ii), “for all other contraventions, within thirty (30) days of the contravention” with the phrase, for all other contraventions, penalty notices issued within forty-five (45) days of the contravention” in the AMPS by-law.

This change will allow officers an extended period to enter penalties into the system and have them mailed out to persons in accordance with the AMPS By-law, section 7. Service of Documents, subsection 7.1(b) for all AMPS, not just those associated with the Rental Unit Repair Licence.

(d) Application Volume and Cost Recovery

One of the anticipated benefits of the licensing program is its potential to act as a disincentive to unlawful renovation evictions. Based on the most recent data, from ACORN Canada’s “Ontario Renoviction Report”<sup>c</sup>, approximately 45 N13s were filed with the Landlord Tenant Board in London from 2022-2023.

However, this number is misleading for two reasons; first, because only a fraction of N13s issued to tenants are filed with the Board, and second because not all

<sup>c</sup> ACORN Canada. February 28, 2024. Renovictions in Ontario. ACORN Canada. <https://acorncanada.org/resources/renovictions-in-ontario/>



N13s are issued under Section 50(1)© of the RTA for renovation or repair evictions; they are also used in cases of demolition and conversion.

Alternatively, Neighbourhood Legal Services London Middlesex (informally) tracked over 450 incidents of N13s being issued in London, a figure included in the March 18, 2024, report to Committee.

**Figure 3 – Fee & Cost Recovery Estimate**

<b>Estimated Licence Applications</b>	<b>\$600 License Fee</b>	<b>Gross Annual Application Fees</b>
45* (over 2 years)	23 x \$600	\$13,800 (one year)
100	100 x \$600	\$60,000
150	150 x \$600	\$90,000
450**	200 x \$600	\$270,000

\*This is the number of N13s filed in London between 2022 and 2023 as reported by the Landlord Tenant Board to ACORN. Therefore, the calculation is based on the average number/year filed with the LTB.

\*\*This is the number of N13s being tracked in London by Neighbourhood Legal Services London & Middlesex, according to a discussion with staff.

It should also be noted that just because an N13 is issued, does not mean that it must be filed with the Landlord Tenant Board (LTB). Some tenants vacate a unit by the date specified on the N13 itself. N13s are only filed at the LTB when a landlord/tenant dispute arises, and the tenant does not vacate the unit following the 120-day notice.

Because we cannot accurately calculate the difference between N13s given to tenants vs. the number of N13s filed with the Landlord Tenant Board, it is difficult to predict application volumes and in turn generate a fee which covers the cost of program administration.

#### **4.2 Tenant Information Package**

As indicated, the distribution of information regarding tenant rights is essential to this process. The City of London will create a Tenant Supports Package using best practices from other municipalities, collaborating with local service providers, and borrowing language provided by the Residential Tenancies Act (RTA) primarily pertaining to a tenant's right of first refusal to return to a renovated unit at the same rent they were paying before temporarily vacating. The delivery of the information package will be a requirement of the Licence, and the package will be available on the City's website for download.

As indicated, the new licence is intended to inform tenants and curb exploitative practices while still allowing necessary renovations, thereby maintaining existing rental stock occupied by long-term tenants, and reducing strain on housing and support systems.

The right of first refusal articulated in the RTA is the most important of these rights. Tenants need to be aware that if they receive an N13, and they do not want to move permanently, they must *indicate in writing to the Landlord* that they wish to return to the unit once it has been repaired or renovated. Doing so maintains their rights throughout the eviction/renovation process and ensures they maintain the option to return to the unit at the same rent they were paying when they left. All these rights, processes and rules for compensation are articulated in the RTA. However, as we have heard from the public, the RTA is not user friendly and can be difficult to understand and navigate. This is why the creation and delivery of the Tenant Information Package is an essential step in the licensing process.

### **4.3 Report from a Qualified Professional**

As previously indicated, the provision of a, “report from a qualified professional” in the by-law should not create an additional burden on legitimate landlords because a building permit typically requires design, review, and stamping by the same qualified professionals the licence requires to stamp and sign the report. Further, this requirement is borrowed from the proposed amendments to subsection fifty of the *Residential Tenancies Act, 2006*, as introduced in the *Helping Homebuyers, Protecting Tenants Act, 2023*, c. 10, Sched. 7, s.2 (Bill 97), but which is not yet in force and effect, and within which they have not defined the term qualified professional.

However, a notable change from the previous draft submission is the proposed definition of what constitutes a qualified professional. After further research into the qualifying, licensing, and oversight of each discipline, and through discussions with other municipalities, Civic Administration recommends removing those persons with a Building Code Identification Number (BCIN) from the definition of qualified professional. It being noted that the BCIN system lacks oversight and disciplinary measures for reports created, stamped, certified, and subsequently determined to be submitted in bad faith.

In contrast, the Ontario Association of Architects (OAA) and Professional Engineers Ontario (PEO) offer oversight and have disciplinary processes for code of conduct violations. The Ministry of Municipal Affairs and Housing, which manages the BCIN program, does not provide similar rigor. Therefore, qualified professional is defined in the by-law as someone holding a license or certificate under the Architects Act or the Professional Engineers Act, and in good standing with their respective organizations.

### **4.4 License Expiration Timelines**

While there are no hard timelines in the RTA regarding how long renovation evictions can displace tenants for, there are requirements for compensation in specific situations that vary between one and three months. Furthermore, if a tenant wishes to make an application to the LTB regarding a bad faith eviction, the (former) tenant must make that application within one year after vacating the rental unit. Finally, the RTA states that the LTB may make an order if it determines that tenant moved and the landlord did not, “...*repair or renovate the rental unit within a reasonable time after the former tenant vacated the rental unit.*”

As well, in the Building Code Act, 1992, S.O. 1992, c.23 it states that a building permit may be revoked if, after six months after its issuance, construction has not been seriously commenced.

Therefore, for these reasons Civic Administration is recommending that a Rental Unit Repair Licence expire six (6) months from the day it is issued. And, if after licence expiration the repair or renovation has not been completed and the tenant returned to their unit, the licence will need to be renewed. This represents a reduction from the one-year previously proposed.

This shortened period is intended to better align with the expectations in the RTA regarding compensation, appeal, reasonableness, and the serious commencement of construction in the Building Code Act. It will reduce the amount of time a tenant is displaced and motivate landlords to manage repairs and renovations efficiently.

### **4.5 Other By-law Changes**

Several smaller changes and edits have been made to the draft by-law that was presented at the Public Participation Meeting, as was the intention of staggering the delivery dates and receiving comments. All the changes discussed thus far, and presented in this section, were done so based on further research and refinement, and submissions from internal departments, external agencies, and the public. A

~~strike~~through and underline version has been included as “Appendix D,” for reference and a summary of these more minor changes is provided below.

#### 1.0 Definitions:

- Changed the definition of Landlord to align with the RTA.
- Added a definition for “Qualified Professional,” as discussed in 4.3, above.
- Removed the words “and Landlord” from the “Tenant ~~and Landlord~~ Information Package”

#### 2.0 Powers of the Licence Manager:

- added the prescription of the form and content of the Qualified Professional’s report to the list as (b).

#### 3.0 By-law Administration:

- Added wording to 3.1 of the by-laws regarding applicability.
- Separated list item (a) in subsection 3.2 into (a) and (b) regarding what situations the by-law does not apply to.

#### 4.0 Application for Licence and Renewal:

- Reordered the list under subsection 4.1 in the by-law and updated item (g) re. the report by a Qualified Professional.
- Added a section regarding licence renewal within five business days of licence expiration (By-law Section 4.2).
- Added a section about renewing a licence, requiring reasons repairs have not been completed within 180 days (By-law Section 4.3).
- Added a section about when a Licence renewal is not required (By-law Section 4.4).

#### 5.0 Regulations:

- Reorganized the list, introduced section headings, and made small clerical changes to several subsections.
- Added a sentence to 5.5 regarding not accepting an application where no building permit is included.
- Reduced the licence expiration date from one year to 180 days (half a year) from the time the Licence is issued. This is done to better align with timelines and expectations for tenant displacement, and the RTA, which grants 1-3 months compensation and requires an application to the LTB re. bad faith evictions within one year of the tenant vacating the unit.

#### 6.0 Prohibitions

- Introduced section headings and realigned the list to better follow Section 5.0.

#### 7.0 Exemptions

- Provided a process for issuing a licence in situations where vacant possession is required, but a building permit is not.

### **5.0 Expanding the Existing Residential Rental Licensing Program**

The January 2024 Council Resolution requested an analysis of expanding the Residential Rental Unit Licensing (RRUL) program to include all multi-unit residential dwellings up to four storeys, including sub-levels. Civic Administration has reviewed that request and offers the following cost-effective solution.

The current RRUL program has inspected and licensed 6,032 rental units. In 2024, a total of 130 Administrative Monetary Penalties were issued totalling over \$70K in penalty amounts. On September 21, 2021, a report was submitted to Council, titled *Property Standards Matters*, which considered a similar ask. This report maintained that the greatest return on investment would be to (continue to) focus on licencing low-density forms of housing, which more frequently feature structural changes or basement conversions to add more units/bedrooms without permits, and where there continue to

be the most complaints related to property standards. These findings were consistent with the original 2008 RRUL options report, which analyzed a spectrum of compliance scenarios ranging from not licensing rental units at all, to licensing every type of rental unit. The concept of a focused rental licencing program was successfully presently by the City in Court proceedings in response to an application to quash the by-law.

Based on the approximately 47,000 rental units in townhouse and apartment structures, it was estimated that expanding the program to include these structures would require over thirty-five new Municipal Law Enforcement Officers (MLEOs), and have a similar impact for Fire Prevention Officers, Building Code Compliance Inspectors, and administrative and support staff. This estimate and further analysis were provided again in a June 21, 2022, report to Council titled *“RentSafeTO” Program and Complaint Process Improvements*.

Currently, we do not distinctly identify buildings by height - or storeys. Where information is available, it is only in medium and high-density residential and mixed-use commercial zones and not where older buildings exist within low-density neighbourhoods. Therefore, it is difficult to estimate the cost impacts of expanding the RRUL program to focus specifically on buildings of four-storeys or less. Certainly, it would not be as financially impactful as the estimates for licensing *all* rental units noted in previous reports, but it would have a significant impact on the existing budget.

In 2023, a proactive inspection and awareness campaign, inspired by Toronto's RentSafe program, was launched to inform tenants of their rights under the Property Standards by-law and to proactively inspect rental units upon invitation. Prior to launching the proactive program, London MLEOs shadowed Toronto MLEOs on numerous inspections to observe best practices and challenges. The London proactive program includes a Tenant Information webpage ([www.london.ca/tenants](http://www.london.ca/tenants)) and a Service London portal to report tenant concerns with rental units. In just over a year MLEOs inspected twenty-five buildings containing approximately 3,000 total units. The most recent proactive inspection of rental units was undertaken on September 7, 2024.

Photo 1 – Inspection Request Form

Photo 2 – Notice of Building Inspection

**Rental Unit Inspection Request Form**

Please check or circle item(s) that require service/repair:

Building Address and Unit Number: \_\_\_\_\_

Tenant name: \_\_\_\_\_

Tenant phone number: \_\_\_\_\_

Tenant email address: \_\_\_\_\_

Have you notified the Property Manager of your concerns? \_\_\_\_\_

(Please include all information)

**Bathroom**

- Fan
- Shower
- Wall Finishes
- Sink/Faucet
- Bathtub
- Toilet
- Flooring

**Living Areas**

- Wall Finishes
- Cabinets
- Flooring
- Stove
- Refrigerator
- Ceiling
- Fan
- Sink/Faucet

**Others**

- Lights & Lighting
- Electrical Outlet
- Pest Control
- In-unit Smoke Alarm
- In-unit Carbon Monoxide Detector
- Heating/Cooling Unit

**Doors and Windows**

- Window
- Screen
- Interior Door
- 301
- Lock
- Keys
- Door Knob
- Front Door
- Balcony or Railings
- Laundry Room
- Garbage Room
- Lighting
- Grass and Weeds
- Pot Holes in Parking lot

**Common Areas**

- Fire Lanes
- Grass and Weeds
- Pot Holes in Parking lot
- Doors
- Hallway(s)
- Lobby

Call: 519-661-4660 Email: [enforcement@london.ca](mailto:enforcement@london.ca)  
[london.ca/tenant](http://london.ca/tenant)

**London**

**Rental Housing Inspection Program**  
**Notice of Building Inspection**

Apartment Inspection Information

Inspection Date: **NOVEMBER 23, 2023**

Building Address: **1231-1233 RICHMOND ST.**

The purpose of this inspection is to ensure your building is being maintained to the specifications of the following by-laws:

- Property Standards
- Vital Services
- Yard and Lot Maintenance
- Fire Protection and Prevention Act, 1997
- Health Protection and Promotion Act.

During the inspection, City Staff will investigate common areas including:  
 Hallways | Stairwells | Laundry Room(s) | Garbage Collection & Storage Area(s)

We will be looking at:

- Fire safety and Fire Safety Devices
- Structural safety
- Plumbing (leaks, flooding)
- Heating and Cooling systems
- Electrical systems (lighting, outlets, heat)
- Interior and Exterior lighting (hallways, parking areas)
- Elevators
- Security systems and entry systems
- Windows
- Parking areas
- Pest Control
- Signage, Unit Numbers, Addressing, etc.
- Classifiers (common areas, garbage and recycling)
- General maintenance both inside and out.

**Inspecting your unit**

Should you wish to report a specific concern, a complaint must be submitted. This can be done before, during, or after the building inspection.

Municipal Law Enforcement staff **WILL NOT** enter your unit without your permission. You have the right to decline an interior inspection.

If you would like an interior inspection of your unit, please complete a "Inspection Request Form". Same-day inspection requests may not be completed. These will be re-scheduled for another date.

If you wish to have an inspection on a future date, please contact [enforcement@london.ca](mailto:enforcement@london.ca) or visit [www.london.ca](http://www.london.ca) to submit a request.

For more information or concerns regarding this information sheet:  
 Email: [enforcement@london.ca](mailto:enforcement@london.ca)  
 Phone: 519-661-4660 Visit: [london.ca/information-sheet](http://london.ca/information-sheet)

The primary goal of this program was, and continues to be, to raise awareness of tenant and landlord responsibilities and to encourage routine maintenance to prevent major problems in the future, which may lead to eviction for renovation. Keeping properties in good repair benefits everyone involved.

Although the RRUL Licence does not directly correlate with rental unit conditions beyond initial inspections, enhancing tenant awareness regarding property standards and their rights, enforcing landlord responsibilities, and undertaking proactive inspections as described herein is proving to be effective means for supporting the rental community.

Civic Administration are committed to continuous improvement of the RRUL By-law process to ensure that the suite of rental housing focused by-laws and material - including specifically the RRUL, Short-term Accommodation (STA) Licence, and (if approved) the Rental Unit Repair Licence are coordinated and impactful. In doing this, staff aim to create a more effective and informed rental community, support property owners and tenants, and positively impact the local rental housing market.

## **Conclusion**

As we know renting is a vital housing option in London, provincially, nationally, and worldwide, since for many people homeownership has become less attainable.

The proposed amendment aligns with the City's 2023-2027 Strategic Plan, which focuses on enhancing quality of life and strengthening the community through proactive and accountable services. By introducing the Licensing program, the City demonstrates its commitment to improving tenant protections, supporting affordable housing, and ensuring tenant rights are upheld.

This initiative underscores our dedication to creating a well-run City by fostering transparency, trust, and effective public service. The program aims to balance renovation evictions, tenant rights, and economic interests by reducing the frequency and impact of bad-faith evictions and eliminating one potential factor that may lead to the loss of affordable units.

Through ongoing collaboration with internal departments and external partners, and by addressing feedback from various stakeholders, the amendments to the proposed by-law improve tenant protection measures. It reflects a commitment to both immediate and long-term improvements in housing stability and affordability.

**Prepared by:** Ethan Ling MSc.  
Policy and Program Analyst, Municipal Compliance

**Submitted by:** Nicole Musicco  
Manager, Licensing, Policy, and Special Operations

**Reviewed &  
Concurred by:** Orest Katolyk, MLEO (C)  
Director, Municipal Compliance

**Recommended by:** Scott Mathers, MPA, P.Eng.  
Deputy City Manager, Planning and Economic Development

## Appendix “A”

Bill No. XXX  
2024

By-law No. \_\_\_\_\_

A by-law to amend the Business Licensing By-law L.-131-16, with respect to a Rental Unit Repair Licence for Landlords performing renovations or repairs on rental housing units requiring vacant possession.

**WHEREAS** section 8 of the *Municipal Act, 2001* states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

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

**AND WHEREAS** section 10 of the *Municipal Act, 2001* provides a single-tier municipality with the broad authority to pass by-laws respecting (i) the economic, social, and environmental well-being of the municipality, (ii) the health, safety, and well-being of persons, (iii) the protection of persons and property and (iv) business licensing;

**AND WHEREAS** subsection 151(1) of the *Municipal Act, 2001* authorizes a municipality to 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; refuse to grant a licence or to revoke or suspend a licence;
- (b) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (c) impose special conditions on a business in a class that have not been imposed on all the businesses in that class to obtain, continue to hold or renew a licence;
- (d) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence; and,
- (e) 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(1) of the *Municipal Act, 2001* 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, 10 and 11 of the Act as if it were a system of licences with respect to a business;

**AND WHEREAS**, in accordance with subsection 23.2(4) of the *Municipal Act, 2001*, Council for the City of London is of the opinion that the delegation of the legislative powers under this by-law to the Licence 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;

**AND WHEREAS** subsection 39(1) of the *Municipal Act, 2001* provides that a municipality may impose fees and charges on persons,

- (a) for services or activities provided or done by or on behalf of it;

- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and,
- (c) for the use of its property including property under its control.

**AND WHEREAS** subsections 425(1) and 429(1) of the *Municipal Act, 2001* authorize a municipality to pass by-laws providing that a person who contravenes a municipal by-law is guilty of an offence and to establish a system of fines for offences under a by-law;

**AND WHEREAS** section 434.1 of the *Municipal Act, 2001* provides that a municipality may require a person, subject to such considerations as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that person has failed to comply with a by-law of the municipality passed under the *Municipal Act, 2001*;

**AND WHEREAS** section 436 of the *Municipal Act, 2001* 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 a municipality has been complied with;

**AND WHEREAS** sections 444 and 445 of the *Municipal Act, 2001* provides that municipality may make an order requiring a person who contravened a 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 do work to correct the contravention;

**AND WHEREAS** the Province of Ontario has enacted the *Residential Tenancies Act, 2006* and such *Act* states that:

*“The purposes of this Act are to provide protection for residential Tenants from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, to balance the rights and responsibilities of residential Landlords and Tenants and to provide for the adjudication of disputes and for other processes to informally resolve disputes.”*

**AND WHEREAS** pursuant to subsection 37(1) of the *Residential Tenancies Act, 2006*, a tenancy may be terminated only in accordance with that Act.

**AND WHEREAS** pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*, a Landlord may give notice of termination of a tenancy if the landlord requires possession of the rental unit in order to demolish it, convert it to use for a purpose other than residential premises or do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit.

**AND WHEREAS** subsection 50(3) of the *Residential Tenancies Act, 2006*, requires that the notice of termination given pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*, shall inform the tenant that if they wish a right of first refusal to occupy the premises after the repairs or renovations, they must give the Landlord notice of this in accordance with Subsection 53(2) before vacating the rental unit;

**AND WHEREAS** subsections 53(1), 53(2), and 53(3) of the *Residential Tenancies Act, 2006* establish that a tenant who receives notice of termination of a tenancy for the purpose of repairs or renovations pursuant to section 50(1)(c) of the *Residential Tenancies Act, 2006*, and that gives the landlord written notice of their intent to occupy the rental unit as a tenant when the repairs or renovations are complete, may reoccupy the rental unit at a rent that is no more than what the Landlord could have lawfully charged if there had been no interruption in the tenant’s tenancy;

**AND WHEREAS** the City of London seeks to regulate, by way of licensing, any landlord who intends to do repairs or renovations to a rental unit that are so extensive

that they require vacant possession of the unit;

**NOW THEREFORE** the Municipal Council of The Corporation of the City of London enacts as follows:

- 1.) By-law L.-131-16 is amended by adding a new Schedule attached to this by-law as Schedule 23, following Schedule 22.
- 2.) This by-law shall come into force and effect on March 1, 2025.

PASSED in Open Council on September 24, 2024, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 24, 2024  
Second Reading – September 24, 2024  
Third Reading – September 24, 2024



## SCHEDULE 23 – RENTAL UNIT REPAIR LICENCE

### 1.0 DEFINITIONS

1.1 For the purposes of this Schedule:

“**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.

“N13 Notice” means a notice of termination of a tenancy pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*.

“**Qualified Professional**” includes an architect licensed by the Ontario Association of Architects or an Engineer licensed by the Professional Engineers of Ontario (PEO).

“**Rental Unit**” means a building or part of a building;

- (a) consisting of one or more rooms,
- (b) containing a toilet and cooking facilities,
- (c) designed for use as a single housekeeping establishment, and
- (d) used or intended for use as a rented residential premises.

“**Residential Tenancies Act**” means the *Residential Tenancies Act, 2006, S.O. 2006 c.17*; as amended from time to time.

“**Tenant**” includes a person who pays rent in return for the right to occupy a Rental Unit and includes the Tenant’s heirs, assigns, and personal representatives.

“**Tenant Information Package**” means a document produced by the City which provides information to Tenants about their rights and entitlements under the *Residential Tenancies Act, 2006*, and this Schedule of the Business Licensing By-law.

### 2.0 POWERS OF THE LICENCE MANAGER

2.1 In addition to any other power, duty or function prescribed in this By-law, the Licence Manager may, under this Schedule:

- (a) prescribe the form and content of the Tenant Information Package;
- (b) prescribe the form and content of the report prepared by a Qualified Professional that shall accompany a licence application;
- (c) prescribe the form and content of the Notice of Application referred to in section 5.7, and the way it shall be posted, and;
- (d) prescribe the form and content of the Licence required by this Schedule, and the way it shall be posted, as required in section 5.8.

### **3.0 ADMINISTRATION OF THE BY-LAW**

3.0 This By-law shall apply to all Rental Units within the Municipality for which an N13 Notice has been given to a Tenant on or after the date this by-law comes into force.

3.1 This By-law shall not apply to any of the following:

- (a) a hotel, motel, inn, bed and breakfast, or tourist home;
- (b) a Lodging House, Short-Term Accommodation with a valid City of London Business Licence, or an Informal Residential Care Facility with a valid City of London Business Licence;
- (c) any building to which any of the following statutes, or their regulations, apply;
  - (i) the *Homes for Special Care Act, R.S.O. 1990*, c. H.12;
  - (ii) the *Innkeepers Act, R.S.O. 1990*, C. 17;
  - (iii) the *Fixing Long-Term Care Act, 2021*, S.O. 2021, c. 39, Sched. 1;
  - (iv) the *Retirement Homes Act, 2010*, S.O. 2010, c.11;
  - (v) the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1;
  - (vi) social housing or affordable housing that is not subject to the *Housing Services Act, 2011*, but which is subject to an agreement with the City, and which has been approved for exemption by the Licence Manager.

### **4.0 APPLICATION FOR LICENCE AND RENEWAL**

#### **4.1 Complete Application Required**

In addition to all the requirements for an application set out in this By-law, an Applicant applying for a Rental Unit Repair Licence, or renewing a Rental Unit Repair Licence, shall include all the following in their application:

- (a) the address and unit number of the Rental Unit for which the application is being made;
- (b) a copy of the N13 Notice given to each individual Tenant for the Rental Unit;
- (c) an affidavit from the person who gave the N13 Notice to the Tenant, which sets out the date the N13 Notice was given to the Tenant, the manner it was given to the Tenant, and by whom;
- (d) an affidavit from the person who gave the Tenant the Tenant Information Package, setting out the date the Tenant Information Package was given to the Tenant, the manner it was given to the Tenant, and by whom;
- (e) a copy of the residential tenancy agreement for the Rental Unit;
- (f) a copy of the written notice (where applicable) from the Tenant indicating they wish to exercise their right of first refusal to reoccupy the rental unit following the renovations, pursuant to subsection 53(2) of the *Residential Tenancies Act*;
- (g) a copy of a report prepared, stamped, and certified by a Qualified Professional that states that repairs or renovations to each individual Rental Unit are so extensive that they require vacant possession of the Rental Unit and that includes all other information prescribed by the Licence Manager;
- (h) a copy of the building permit issued by the Chief Building Official for the City of London with respect to the repair or renovation of the Rental Unit;

- (i) any other information, affidavits, or documents as the Licence Manager may require.

#### **4.2 Licence Renewal – Five (5) Business Days**

An application to renew a Rental Unit Repair Licence must be submitted to the Licence Manager in the prescribed form no less than five (5) business days prior to the expiration of the previous Rental Unit Repair Licence.

#### **4.3 Licence Renewal – Evidence Required**

To apply to renew a Rental Unit Repair Licence, the Licensee must provide, along with all documents required for a complete application, evidence as to the reason the repairs or renovations have not been completed. This evidence shall be provided for each Licence for which renewal is sought, to the satisfaction of the Licence Manager. This must be done each time a renewal application is made.

#### **4.4 Licence Renewal Not Required**

An application for renewal of a Rental Unit Repair Licence is not required where a Landlord provides evidence to the satisfaction of the Licence Manager that one of the following has occurred;

- (a) the repairs or renovations to the Rental Unit have been completed, and the Tenant has moved back into their Rental Unit;
- (b) the Tenant did not provide written notice to the Landlord regarding their right of first refusal prior to vacating the Rental Unit;
- (c) the Tenant has not informed the Landlord in writing of a change of address since vacating the unit and therefore cannot be notified that the rental unit is ready for occupancy;
- (d) that a minimum of sixty (60) days has passed since the Landlord notified the Tenant that the unit was ready for occupancy and the Tenant has not responded regarding their intent to re-occupy the unit.

### **5.0 REGULATIONS**

#### **5.1 Tenant Information Package**

A Landlord who gives an N13 Notice to a Tenant shall at the same time provide the Tenant a copy of the Tenant Information Package.

#### **5.2 Application within Seven Days**

A Landlord who gives an N13 Notice to a Tenant shall, within seven (7) calendar days of giving the N13 Notice, apply for a Rental Unit Repair Licence to the City of London pursuant to the requirements of this By-law.

#### **5.3 One Licence per Rental Unit**

A Landlord shall apply for a Rental Unit Repair Licence for each Rental Unit that requires a Tenant to be evicted for extensive repairs or renovations under Subsection 50(1)(c) of the *Residential Tenancies Act*.

#### **5.4 Licence Specific to a Single Unit**

A Rental Unit Repair Licence shall be specific to a single Rental Unit and shall apply only to the Rental Unit for which it was issued. The Rental Unit Repair Licence shall set out on its face the Rental Unit for which it was issued.

#### **5.5 Building Permit Required**

A Landlord shall not be entitled to a Rental Unit Repair Licence if they do not have all necessary permits required to carry out the repair or renovation, including a building permit under the *Building Code Act, 1992*. An Application for a Rental Unit Repair Licence shall not be accepted unless a building permit for the renovation or repair of the Rental Unit issued by the Chief Building Official for the City of London is included with the application.

### **5.6 Compliance with By-law**

A Landlord shall not be entitled to a Rental Unit Repair Licence if they do not comply with this By-law and Schedule and shall not be issued a Rental Unit Repair Licence if they do not comply with this By-law and Schedule.

### **5.7 Notice of Application – Posted**

Where the Landlord has given an N13 Notice to a Tenant, and the property or premises has more than one Rental Unit, the Landlord shall post a notice of application stating that an application has been made to the City of London for a Rental Unit Repair Licence. This notice shall include a list of all the unit numbers subject to application until such time as the Licences are issued, the applications are withdrawn, or they are refused. This notice shall be posted on the site of the proposed renovation in a location visible to all the Tenants of the premises, to the satisfaction of the Licence Manager. Multiple notices may be required, depending on entries and common areas.

### **5.8 Rental Unit Repair Licence – Posted**

If a Rental Unit Repair Licence is issued by the City of London, the Landlord shall post a copy of the Licence on the door of the unit where the repair is taking place, or on the exterior of the building where the unit is being renovated, to the satisfaction of the of the Licence Manager, until such time as the unit is repaired.

### **5.9 Licence Expiration**

A licence issued under this By-law shall be valid for a period of one hundred and eighty (180) days from the date of issuance. If after 180 days the Rental Unit is not ready for occupancy, the licence expires. The Landlord may apply for a licence renewal in accordance with Section 4.0 of this By-law.

## **6.0 PROHIBITIONS**

### **6.1 Failure to give Tenant Information Package**

No Landlord who gives an N13 Notice to a Tenant shall fail to give the Tenant, at the same time, a copy of the Tenant Information Package.

### **6.2 Failure to Apply for Licence Within Seven Days**

No Landlord shall fail to submit a complete application to the City of London for a Rental Unit Repair Licence within seven (7) calendar days of giving an N13 Notice to a Tenant for a Rental Unit.

### **6.3 Renovations Without a Licence – Landlord**

No Landlord shall perform, or cause to be performed, renovations or repairs to a Rental Unit which requires vacant occupancy unless the Landlord holds a Rental Unit Repair Licence for that Rental Unit.

### **6.4 Renovations Without a Licence – Person**

No person shall perform, or cause to be performed, renovations or repairs to a Rental Unit which requires vacant occupancy unless the person first confirms that the Landlord holds a Rental Unit Repair Licence for that Rental Unit.

### **6.5 Failure to Comply with Licence Conditions**

No Landlord who holds a Rental Unit Repair Licence shall fail to comply with the conditions of the issued Licence.

### **6.6 Failure to Post Notice of Application**

No Landlord shall fail to post a notice of application as per section 5.7 of this Schedule.

### **6.7 Failure to Post Licence**

No Landlord shall fail to post a copy of the Rental Unit Repair Licence as per section 5.8 of this Schedule.

**6.8 Advertise or Permit Occupancy of a Rental Unit Intended to be Re-Occupied**

No person shall advertise, or cause to be advertised, or permit the occupancy of, a Rental Unit where a Tenant maintains their right of first refusal under the *Residential Tenancies Act*.

## Appendix “B”

Bill No. XXX  
2024

By-law No. \_\_\_\_\_

A by-law to amend the Administrative and Monetary Penalties By-law A-54, with respect to a Rental Unit Repair Licence.

**WHEREAS** section 434.1 of the Municipal Act and Section 15.4.1 of the Building Code Act authorizes the City to require a person, subject to 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;

**AND WHEREAS** the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

**AND WHEREAS** the Municipal Council on June 25, 2019, passed By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London;”

**AND WHEREAS** the Municipal Council deems it appropriate to amend By-law No. A-54 with respect to contraventions of designated by-laws under the Administrative Monetary Penalty System By-Law;

**NOW THEREFORE** the Council of The Corporation of the City of London enacts as follows:

- 1.) That subsection 3.4 b) ii) be replaced with the following phrase: ii) for all other contraventions, penalty notices issued within forty-five (45) days of the contravention.”
- 2.) That Schedule “A-5 Penalty Schedule for Business Licensing By-law”, to By-law No. A.54 be amended to add the following rows:

<b>Column 1 Item #</b>	<b>Column 2 Short Form Wording</b>	<b>Column 3 Designated Provision</b>	<b>Column 4 Penalty Amount</b>
142	Rental Unit Repair Licence - Fail to give Tenant Information Package	Schedule 23, SS. 6.1	\$1000
143	Rental Unit Repair Licence - Fail to apply for Licence	Schedule 23, SS. 6.2	\$2000
144	Rental Unit Repair Licence - Renovations without a Licence - Landlord	Schedule 23, SS. 6.4	\$2500
145	Rental Unit Repair Licence - Renovations without a Licence - Person other than a landlord	Schedule 23, SS. 6.5	\$2500
146	Rental Unit Repair Licence - Fail to Comply with Licence Conditions	Schedule 23, SS. 6.6	\$500
147	Rental Unit Repair Licence - Advertise or Occupy Unit to be Re-Occupied	Schedule 23, SS. 6.10	\$2500
148	Fail to comply - Federal or Provincial Laws or Municipal By-laws	Part 7, 7.4	\$1000

- 3.) This amending by-law shall come into force and effect on March 1, 2025

PASSED in Open Council on September 24, 2024, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 24, 2024  
Second Reading – September 24, 2024  
Third Reading – September 24, 2024

**Appendix “C”**

Bill No. XXX  
2024

By-law No. \_\_\_\_\_

A by-law to amend the Fees and Charges By-law A-59 with respect to the Rental Unit Repair Licence Fee.

**WHEREAS** section 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: in paragraph 7, Services, and things that the municipality is authorized to provide under subsection (1);

**AND WHEREAS** section 391(1) of the *Municipal Act, 2001* provides that a municipality may impose fees or charges on persons:

- (a) for services and activities provided or done by or on behalf of it;
- (b) for costs payable by it for services and activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control;

**AND WHEREAS** Municipal Council passed By-law No. A-59 on November 28, 2023, to provide for Various Fees and Charges;

**AND WHEREAS** the Municipal Council deems it appropriate to amend By-law No. A-59.

**NOW THEREFORE** the Council of The Corporation of the City of London enacts as follows:

- 1.) That “Schedule 2 (2025) Service Grouping: By-law Enforcement & Property Standards” of By-law No. A-59 be amended to include the following:

Service/Activity	2025 Effective Date	2025 Fee
Rental Unit Repair Licence^	March 1/25	\$600.00

Note re. “^”: Fee names marked with “^” will be indexed annually commencing on January 1, 2026, based on the Consumer Price Index (CPI) calculated each October and rounded to the nearest dollar.

- 2.) That “Schedule 3 (2026) Service Grouping: By-law Enforcement & Property Standards” of By-law No. A-59 be amended to include the following:

Service/Activity	2026 Effective Date	2026 Fee
Rental Unit Repair Licence^	January 1/26	tbd based on CPI (see Note re. “^”)

Note re. “^”: Fee names marked with “^” will be indexed annually commencing on January 1, 2026, based on the Consumer Price Index (CPI) calculated each October and rounded to the nearest dollar.

- 3.) That “Schedule 4 (2027) Service Grouping: By-law Enforcement & Property Standards of By-law No. A-54 be amended to include the following:

Service/Activity	2027 Effective Date	2027 Fee
Rental Unit Repair Licence^	January 1/27	tbd based on CPI (see Note re. “^”)



4.) These amending by-laws shall come into force and effect on March 1, 2025

PASSED in Open Council on September 24, 2024, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 24, 2024  
Second Reading – September 24, 2024  
Third Reading – September 24, 2024

## “Appendix D”

### ~~Strikethrough~~ and Underline Version (Showing Changes Since July 15, 2024)

#### SCHEDULE 23 - RENTAL UNIT REPAIR LICENCE

##### 1.0 DEFINITIONS

##### 1.2 Definitions

“Landlord” includes:

- (a) the owner of a rental unit or ~~their agent, and;~~ 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, including the right to collect rent;

“N13 Notice” means a notice of termination pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*;

“Qualified Professional” includes an architect licensed by the Ontario Association of Architects or an Engineer licensed by the Professional Engineers of Ontario (PEO).

“Rental Unit” means a building or part of a building:

- (e) consisting of one or more rooms,
- (f) containing toilet and cooking facilities,
- (g) designed for use as a single housekeeping establishment, and
- (h) used or intended for use as a rented residential premises;

“Residential Tenancies Act” means the *Residential Tenancies Act, 2006, S.O. 2006 c.17*; as amended from time to time;

“Tenant” includes a person who pays rent in return for the right to occupy a Rental Unit and includes their heirs, assigns, and personal representatives;

“~~Tenant and Landlord~~ Tenant and Landlord Information Package” means a document produced by the City which provides information to Tenants about their rights and entitlements under the *Residential Tenancies Act, 2006*, and this Schedule of the Businesses Licensing By-law.

##### 2.0 POWERS OF THE LICENCE MANAGER

2.1 In addition to any other power, duty or function prescribed in this By-law, the Licence Manager may, under this Schedule:

- (e) prescribe the form and content of the Tenant and Landlord Information Package;
- (f) prescribe the form and content of the report prepared by a Qualified Professional that shall accompany a licence application;

- (g) prescribe the form and content of the Notice of Application referred to in section 5.7, and the way it is to be posted, and;
- (h) prescribe the form and content of the licence required by this Schedule, and the way it is to be posted, as required in section 5.8.

### **3.0 ADMINISTRATION OF THE BY-LAW**

3.2 This By-law shall apply to all Rental Units within the Municipality for which an N13 Notice has been given to a Tenant on or after the date this by-law comes into force.

3.2 This By-law shall not apply to any of the following:

- (d) a ~~licensed~~ hotel, motel, inn, or bed and breakfast, or tourist home,
- (e) a Lodging House, Short-Term Accommodation with a valid City of London Business Licence, or an Informal Residential Care Facility with a valid City of London Business Licence;
- (f) any building to which any of the following statutes, or their regulations, apply;
  - (vii) the *Homes for Special Care Act, R.S.O. 1990, c. H.12;*
  - (viii) the *Innkeepers Act, R.S.O. 1990, C. 17;*
  - (ix) the *Fixing Long-Term Care Act, 2021, S.O. 2021, c. 39, Sched. 1;*
  - (x) the *Retirement Homes Act, 2010, S.O. 2010, c.11;*
  - (xi) the *Housing Services Act, 2011, S.O. 2011, c. 6, Sched. 1;*
  - (xii) social housing or affordable housing that is not subject to the *Housing Services Act, 2011*, but which is subject to an agreement with the City, and which has been approved for exemption by the Licence Manager.

### **4.0 APPLICATION FOR LICENCE**

#### **4.1 Complete Application Required**

In addition to all the requirements for an application set out in this By-law, an Applicant applying for a Rental Unit Repair Licence, and renewing a Licence, shall include all the following in their application:

- (a) the address and unit number of the Rental Unit for which the application is being made; (moved from f)
- (b) a copy of the N13 Notice given to each individual Tenant for the Rental Unit; (moved from a)
- (c) an affidavit from the person who gave the N13 Notice to the Tenant, which sets out the date the N13 Notice was given to the Tenant, the manner it was given to the Tenant, and by whom; (moved from b)
- (d) an affidavit from the person who gave the Tenant the Tenant Information Package, setting out the date the Tenant Information Package was given to the Tenant, the manner it was given to the Tenant, and by whom; (moved from c)
- (e) a copy of the residential tenancy agreement for the Rental Unit; (moved from g)
- (f) a copy of the written notice (where applicable) from the Tenant indicating they wish to exercise their right of first refusal to reoccupy the rental unit following the renovations, pursuant to subsection 53(2) of the Residential Tenancies Act, 2006; (moved from h)

- (g) a copy of a report prepared, by a person licensed in the Province of Ontario as a Professional Engineer or Architect, or by a person who possesses a current, registered Building Code Identification Number (BCIN), stamped, and certified by a Qualified Professional that states that repairs or renovations to each individual Rental Unit are so extensive that they require vacant possession of the Rental Unit and that includes all other information prescribed by the Licence Manager; (moved from d and modified)
- (h) a copy of the building permit issued by the Chief Building Official for the City of London with respect to the repair or renovation of the Rental Unit; (moved from e)
- (i) any other information, affidavits, or documents as the Licence Manager may require.

#### **4.2 Licence Renewal – Five (5) Business Days**

An application to renew a Rental Unit Repair Licence must be submitted to the Licence Manager in the prescribed form no less than five (5) business days prior to the expiration of the previous Rental Unit Repair Licence.

#### **4.3 Licence Renewal – Evidence Required**

To apply to renew a Rental Unit Repair Licence, the Licensee must provide, along with all documents required for a complete application, evidence as to the reason the repairs or renovations have not been completed. This evidence shall be provided for each Licence for which the Landlord is seeking renewal, to the satisfaction of the Licence Manager. This must be done each time a renewal application is made.

#### **4.4 Licence Renewal Not Required**

An application for renewal of a Rental Unit Repair Licence is not required where a Landlord provides evidence to the satisfaction of the Licence Manager that one of the following has occurred:

- (e) the repairs or renovations to the Rental Unit have been completed, and the Tenant has moved back into their Rental Unit;
- (f) the Tenant failed to provide written notice to the Landlord regarding their right of first refusal prior to vacating the Rental Unit;
- (g) the Tenant has not informed the Landlord in writing of a change of address since vacating the unit and therefore cannot be notified that the rental unit is ready for occupancy;
- (h) if a Tenant has not indicated their intent to exercise their right of first refusal to re-occupy the unit within sixty (60) days of the Landlord providing notice to the Tenant that the Rental Unit is ready for occupancy.

### **5.0 REGULATIONS**

#### **5.1 Tenant Information Package**

A Landlord who gives an N13 Notice to a Tenant shall at the same time provide the Tenant a copy of the Tenant and Landlord Information Package.

#### **5.2 Application within Seven Days**

A Landlord who has given an N13 Notice to a Tenant shall within seven (7) days of giving the N13 Notice, apply ~~to the City~~ for a Rental Unit Repair Licence to the City of London pursuant to the requirements of this By-law.

### **5.3 One Licence per Rental Unit**

A Landlord shall apply for a Rental Unit Repair Licence for each Rental Unit that requires a Tenant to be evicted for repairs or renovations under Subsection 50(1)(c) of the Residential Tenancies Act, 2006.

### **5.4 Licence Specific to a Single Unit**

A Rental Unit Repair Licence shall be specific to a single Rental Unit and shall apply only to the Rental Unit for which it was issued. The Rental Unit Repair Licence shall set out on its face the Rental Unit for which it was issued.

### **5.5 Building Permit Required**

A Landlord shall not be entitled to a Rental Unit Repair Licence if they do not have all necessary permits required to carry out the repair or renovation, including a building permit under the *Building Code Act, 1992*. An Application for a Rental Unit Repair Licence shall not be accepted unless a building permit for the renovation or repair of the Rental Unit issued by the Chief Building Official for the City of London is included with the application.

### **5.6 Compliance with By-law**

A Landlord shall not be entitled to a Rental Unit Repair Licence if they do not comply with this By-law and Schedule- and shall not be issued a Rental Unit Repair Licence if they do not comply with this By-law and Schedule.

### **5.7 Notice of Application - Posted**

~~Where~~ a Landlord has given an N13 Notice to a Tenant, and the property or premises has more than one Rental Unit, the Landlord shall post a notice of application stating that an application has been made to the City of London for a Rental Unit Repair Licence. This notice shall include a list of all the unit numbers subject to application until such time as the Licences are issued, the applications are withdrawn, or they are refused. This notice shall be posted on the site of the proposed renovation in a location visible to all the Tenants of the premises, to the satisfaction of the Licence Manager. Multiple notices may be required, depending on entries and common areas.

### **5.8 Rental Unit Repair Licence - Posted**

~~When~~ If a Rental Unit Repair Licence is issued by the City of London, the Landlord shall post a copy of the Licence on the door of the unit where the repair is taking place, or on the exterior of the building where the unit is being renovated, to the satisfaction of the of the Licence Manager, until such time as the unit is repaired.

~~5.9 A licence issued under this By-law shall be valid for either the period of one (1) year or the estimated date by which the Rental Unit is expected to be ready for occupancy following the repairs or renovations, whichever is earlier. If after one (1) year the Rental Unit is not ready for occupancy the Licence will need to be renewed.~~

### **5.9 Licence Expiration**

A licence issued under this By-law shall be valid for a period of one hundred and eighty (180) days from the date of issuance. If after 180 days the Rental Unit is not ready for occupancy, the licence expires. The Landlord may apply for a licence renewal in accordance with Section 4.0 of this By-law.

## **6.0 PROHIBITIONS**

### **6.1 Failure to give Tenant Information Package**

No Landlord who gives an N13 Notice to a Tenant shall fail to give the Tenant, at the same time, a copy of the Tenant and Landlord Information Package.

### **6.2 Failure to Apply for Licence Within Seven Days**

No ~~person~~ Landlord shall fail to submit a complete application to the City of London for a Rental Unit Repair Licence within seven (7) days of giving an N13 Notice to a Tenant for a Rental Unit.

### **6.3 Renovations Without a Licence - Landlord**

No Landlord shall perform, or cause to be performed, renovations or repairs to a Rental Unit which requires vacant occupancy unless the Landlord holds a Rental Unit Repair Licence for that Rental Unit.

### **6.4 Renovations Without a Licence - Person**

No person shall perform, or cause to be performed, renovations or repairs to a Rental Unit which requires vacant occupancy unless the person first confirms that the Landlord holds a Rental Unit Repair Licence for that Rental Unit.

### **6.5 Failure to Comply with Licence Conditions**

No ~~person~~ Landlord who holds a Rental Unit Repair Licence shall fail to comply with the conditions of the issued Licence.

### **6.6 Failure to Post Notice of Application**

No Landlord shall fail to post a notice of application as per section 5.7 of this Schedule.

### **6.7 Failure to Post Licence**

No Landlord shall fail to post a copy of the Rental Unit Repair Licence as per section 5.8 of this Schedule.

### **6.8 Advertise or Permit Occupancy of a Rental Unit Intended to be Re-Occupied**

No person shall advertise, or cause to be advertised, or permit the occupancy of, a Rental Unit while the Tenant has the right of first refusal under the *Residential Tenancies Act, 2006*.

## “Appendix E”

### City of Hamilton – Application for Exemption

#### Application for Exemption

28. A Landlord or Operator who is subject to the provisions of section 25 of this By-law may apply to the Director for an exemption from the provisions of that section, on the grounds that the Landlord or Operator was unable to make the required arrangements within the specified time period in accordance with section 25 of this By-law.
29. A Landlord or Operator who has made an application for exemption under section 28 of this By-law shall submit to the Director the following information and documentation in support of the application for exemption:
  - (a) an explanation for the reason that the Landlord or Operator was unable to make the required arrangements within the specified time period in accordance with section 25 of this By-law;
  - (b) documentation disclosing all proposed temporary alternate accommodations proposed by the Landlord, Operator or Tenant as required pursuant to subsection 25(a)(i) of this By-law, as applicable;
  - (c) copies of all correspondence between the Landlord, Operator and Tenant regarding the proposed temporary alternate accommodations referred to in subsection 29(b), as applicable;
  - (d) copies of all correspondence between the Landlord, Operator and Tenant, and any other related documentation, pertaining to the proposed arrangements to provide the Tenant with compensation in an amount equal to the difference between the rent rate currently paid by the Tenant for the Rental Housing Unit being repaired or renovated (including utilities, only if utilities were included in the tenancy agreement with the Tenant of that Rental Housing Unit) and the Average Market Rent of a Rental Housing Unit with the same number of bedrooms as the Tenant's current Rental Housing Unit as required pursuant to subsection 25(a)(ii) of this By-law, as applicable; and