



ACORN Hamilton

Communication for the October 19th Emergency and Community Services Committee

Regarding 10.1 Addressing Renovictions, Tenant Displacement and Property Standards in Apartment Buildings in the City of Hamilton (PED23072) (City Wide) Sub-sections (e), (f), (g), and (h) DEFERRED from August 17, 2023

What is ACORN?

ACORN Canada, the Association of Community Organizations for Reform Now, founded in 2004, is an independent grassroots organization that fights for social and economic justice for low and moderate income communities.

ACORN has over 168,000 low-to-moderate-income individual members in 24 neighbourhood chapters in 10 cities across the country.

ACORN started organizing in Hamilton in 2017 and has grown to have four neighbourhood chapters: Downtown, Mountain, East End and Stoney Creek.

Background

Since 2017 ACORN Hamilton has been advocating for strong municipal policies and programs to support and protect tenants in the City of Hamilton. Over the past six years, our members have led organizing in their buildings to defend their homes from greedy and predatory landlords who are looking to evict tenants in rent controlled units so that they can raise rents and increase their profits. These landlords exploit loopholes in provincial legislation that enable renoviction, demoviction, and raising rents above the annual cap (Above Guideline Increase) and neglect repairs, building maintenance and pest control to save money and “encourage” tenants to leave.

With provincial legislation (lack of vacancy control) enabling financialized landlords in the city to abuse the use of N13s and raise rents beyond what low and moderate income tenants can afford, ACORN Hamilton has been focused on municipal solutions in light of there being no desire from the province in maintaining affordability in rental housing and preventing no fault evictions.

ACORN members have organized tirelessly through building and neighbourhood tenant meetings, actions, town halls, and workshops to ensure its members and tenants city-wide know their rights and how to work with their neighbours to defend their homes.

Additionally, ACORN members have met with City Councillors and City Staff in the previous and current term to bring these issues forward and demand local action.

ACORN commends the city's effort to create a made in Hamilton anti-renoviction by-law, however the proposed bylaw will not do enough to disincentivize renoviction or ensure tenants have the best chance of maintaining their housing. The bylaw needs to be improved to better ensure that tenants understand their rights, are able to obtain temporary housing, and are able to successfully exercise their right of first refusal. We share our proposed amendments with City Councilors and staff below.

Currently ACORN is organizing and supporting tenants at 10 multi residential buildings in the city facing renoviction. Tenants that call these buildings home are seniors on fixed income, tenants with disabilities, single parents, and low wage workers.

Tenants are counting on bold action from City Hall. If the province of Ontario is going to turn its back on low and moderate income tenant communities and prioritize landlord and investor profit, we need our local government to take a stand and protect the most vulnerable in our city.

Hamilton Renovation License and Relocation By-law: Overview

Problems with the status quo that a renovation license would ideally address:

- N13 process effectively allows landlords to evict tenants when vacant possession is not actually necessary to do repairs, creating a semi-legal method for landlords to evict tenants to raise rents [province addresses this a bit in Bill 97, but inadequately, and Bill 97 amendments to the RTA are not yet in force]
- RTA does not adequately disincentivize landlords from re-renting units to new tenants at higher rents once renovations are complete
- Tenant entitlements/compensation in the RTA is inadequate for current rental environment and does not prevent tenants from being evicted into homelessness
- Tenants aren't given adequate notice of units being ready for reoccupation that would allow them enough time to legally vacate their temporary accommodation so they can move back into their units following renovation [province addresses this a bit in Bill 97, but it's not in force]
- Tenant support organizations and the City of Hamilton have no way of finding out which tenants are being renovicted unless tenants reach out to them; if tenants do reach out, it is often done too late to provide effective support and prevent predatory eviction
- LTB adjudicators that receive N13s that say landlords have gotten all necessary

approvals tend to not question whether or not they have actually received these approvals and win eviction orders even when renovation is unjustified

- Renovations to a unit can function to make housing unlivable for other tenants, and can be used as a tool to encourage other tenants to move out voluntarily
- RTA doesn't establish a clear process that enables tenants re-occupy their rental units at the same terms as their original rental agreement once renovations are complete

What a municipal bylaw needs to do to be helpful:

- Must disincentivize landlords from pursuing vacant possession unnecessarily
- Must disincentivize landlords from not allowing tenants to reoccupy units
- Must encourage landlords to have tenants re-occupy renovated/repared units
- Must encourage tenants to re-occupy renovated/repared units
- Must prevent tenants from being evicted into homelessness
- Must provide city with enough advance notice & info to intervene effectively & connect tenants with supports
- Must provide tenants with adequate evidence of a bad faith eviction to win at LTB
- Must disincentivize landlords from circumventing bylaw/not getting a license
- Must flag to LTB adjudicators that necessary approvals may not have been received/invite more scrutiny
- Must provide adequate data for tracking, evaluation and enforcement
- Must ensure tenants receive adequate notice and tenants rights information and access to supports/resources
- Must prevent renovations and repairs from making housing unlivable for other tenants

Problems with proposed Renovation Licence & Relocation Listings bylaw:

- Does not adequately disincentivize landlords from pursuing vacant possession unnecessarily
- Does not disincentivize landlords from not allowing tenants to return
- Does not prevent tenants from being evicted into homelessness
- Incentivizes landlords to circumvent bylaw/not get a license by setting the license application fee almost twice as high as the penalty for not getting a license
- Does not prevent landlords from making housing unliveable for other tenants while renovations and repairs are being completed

ACORN recommended amendments / changes to the proposed Renovation Licence & Relocation Listings bylaw:

Pink = addition to staff recommended proposed bylaw

1. Landlords who want vacant possession to do repairs or renovations must apply to the City for a renovation license within 7 days of having served the affected tenant with an N13 notice of eviction.
2. The application must include:
 - a. a copy of the N13 notice served. **N13 forms that are submitted must indicate on the form (via a checkbox in the "Necessary Permits" section) that the necessary building permits or other authorization to convert,**

- demolish or repair the rental unit has not yet been obtained.
- b. Rental Unit and building information that includes information about the affected unit: type (number of bedrooms), current rental rate, start date of tenancy, and number of tenancies in the building (to enable enforcement of Disruption Plan requirement).
 - c. A copy of a report prepared by a qualified professional stating that the repairs or renovations being undertaken are so extensive that they require vacant possession of the Rental Housing Unit. Staff have the authority to verify the assessment by the professional and/or prepare their own report.
 - d. A Disruption Mitigation Plan for properties with more than one tenanted unit to ensure that renovations and repairs don't make the housing of other tenants uninhabitable.
3. Upon applying for a license, the landlord must (within 5 days) notify the tenant that they have applied for a license and provide them with a City of Hamilton-produced information package about their rights & entitlements under the RTA & the renovation licensing bylaw—which includes a Tenant Right of First Refusal form (a copy of which can be voluntarily provided to the City or a tenant support agency), and post a notice in the common area(s) that an application has been submitted.
 4. To encourage and enable tenants to exercise their right of first refusal, Landlords are required to provide tenants who wish to exercise their right of first refusal a comparable unit while renovations are being completed that is acceptable to the tenant or monthly compensation equal to the difference between the tenant's current rent (including the cost of utilities) and a comparable market rent unit in the neighbourhood, while renovations are being completed, in addition to the compensation they are entitled to under the RTA.
 5. After submitting a license application, the landlord must provide the City with completed tenant relocation & assistance documentation of the arrangements made with the tenant, indicating that the tenant agrees with the arrangements, including arrangements for tenant reoccupation of the rental unit once renovations are complete or confirmation from the tenant that they understand their rights and do not wish to exercise their right of first refusal. This includes confirmation that the tenant understands their rights and does or does not wish to reoccupy the unit once repairs or renos are complete.
 6. Licence applications will not be approved until all required application materials are received.
 7. Landlords are required to provide the tenant 60 days notice of when the unit is ready for occupancy, or for renovations that take less time, provide the date that the Rental Unit will be available for re-occupancy as part of the alternative accommodations arrangements
 8. Landlords are required to give the tenant at least 60 days after the day the rental unit is ready for occupancy to exercise the right of first refusal to occupy the unit, consistent with Bill 97 amendments.
 9. Landlords are prohibited from preventing a tenant who has informed the landlord in writing that they wish to exercise their right of first refusal from reoccupying the rental unit upon the completion of repairs or renovations and from advertising a renovated or repaired Rental Unit for rent if a tenant has informed the landlord in writing that they wish to exercise their right of first refusal, unless the tenant informs the landlord in writing that they no longer wish to reoccupy the rental unit.

Must be added to administrative penalties bylaw:

10. Landlords who do not apply for a license will be fined significantly more than the cost of complying with the bylaw and more than the profits a landlord is likely to realize as a result of renovating a tenant. (Buyouts are often starting over \$10,000 but one townhouse complex on the Hamilton Mountain was offered \$75,000 for their home.)

Explanatory Notes:

License application process:

What's being proposed here is a two-stage process, where landlords provide all the required documents except for the documents pertaining to tenant relocation arrangements in their initial application. Once this initial application is received, N13 information would be given to relevant City staff for follow-up with tenants & referrals. The landlord would then be required to follow up by submitting documents pertaining to tenant relocation arrangements. Only when the tenant relocation documents have been received would the application be reviewed for licensing approval.

Requirement to provide N13 with specific box marked:

Requiring applicants to indicate on the N13 notice that they don't have all necessary authorizations for their renovation will flag for LTB adjudicators at an eventual eviction hearing to ensure applicants have obtained all necessary permits and authorizations before approving evictions. Ideally this will help prevent applicants from having N13 evictions approved at the LTB without first meeting all Renovation Licence requirements.

Requirement to provide report justifying vacant possession:

In its [submission](#) to the province on Bill 97's proposed changes to the Residential Tenancies Act (RTA) to help protect tenants from bad faith renovation evictions, the Canadian Centre For Housing Rights noted that, "The proposed changes would stipulate that a landlord must provide a report from a "qualified professional" stating that the proposed renovations will require vacant possession. A report from a professional hired by the landlord would not constitute independent or objective evidence. We recommend that municipalities carry out the assessment as part of their building permit process. Municipalities have the expertise and are a neutral body, as opposed to contractors or other private actors hired by landlords who stand to benefit financially from stating that the unit should be vacant to proceed with their work." While this would be ideal, it would also be incredibly expensive and complicated for the City to implement, involving both significant staff resources and the development of a tool to evaluate the necessity of vacant possession. Instead we are proposing that the bylaw give the City the authority to independently verify the report provided by the applicant and to provide their own assessment/report on an as-needed basis. It is unclear if criteria for when this independent verification would be necessary needs to be included in the bylaw.

Tenant relocation support and compensation:

Current situation (under the RTA):

If you live in a residential complex that has at least 5 residential units and you do not plan to move back in once the repairs or renovations are done, the landlord must:

- pay you an amount equal to 3 months' rent, or
- offer you another rental unit that is acceptable to you.

If you live in a residential complex that has fewer than 5 residential units and you do not plan to move back in once the repairs or renovations are done, the landlord must:

- pay you an amount equal to 1 months' rent, or
- offer you another rental unit that is acceptable to you. If you live in a residential complex that has at least 5 residential units and you plan to move back in once the repairs or renovations are done, the landlord must pay you:
 - an amount equal to 3 months' rent, or
 - the rent for the period of time the rental unit is being repaired or renovated, whichever is less.

If you live in a residential complex that has fewer than 5 residential units and you plan to move back in once the repairs or renovations are done, the landlord must pay you:

- an amount equal to 1 months' rent, or
- the rent for the period of time the rental unit is being repaired or renovated, whichever is less.

Situation under the proposed draft bylaw:

Tenants who don't wish to return to their unit following renovations:

- A **comparable** alternative rental unit and no RTA compensation, or:
- Tenants of building of 5+ units: no alternative rental unit and 3 months rent
- Tenants of building of 4 or fewer units: no alternative rental unit and 1 months rent

Note: For tenants not accepting an alternative rental unit, the compensation is the same as under the RTA. We are trying to encourage tenants to return to their units to prevent landlords re-renting at higher rents as a way to preserve rental housing affordability, so there is no additional support or compensation for these tenants.

Tenants who do wish to return to their unit following renovations:

- A **comparable** alternative rental unit and compensation for moving costs, OR
- Tenants of buildings of 5+ units: no alternative rental unit and an amount

equal to three months' rent or an amount equal to the rent for the period of time the rental unit will be under repair or renovation, whichever is less, plus the difference in rent between current rent and market rent (including utilities) for the duration of renovations, plus moving costs

- Example: Three month renovation: moving costs, plus 3 months rent and the difference in rent between current rent and market rent (including utilities)
- Tenants of buildings of 4 or fewer units: no alternative rental unit and an amount equal to one months' rent or an amount equal to the rent for the period of time the rental unit will be under repair or renovation, whichever is less, plus the difference in rent between current rent and market rent (including utilities) for the duration of renovations, plus compensation for moving costs
 - Example: One month renovation: “free” one month of current market rent, plus moving costs - tenant still has to pay for storage, and inconvenience out of pocket

Implementation of tenant relocation and support:

Vancouver's [Tenant Relocation and Protection Policy Bulletin February 2023](#) details how this works for building redevelopments. The City could develop similar guidelines and develop templates for landlord-tenant relocation and compensation arrangements.

The guidelines would include details such as:

- The applicant-paid rent top-up period starts when the tenant enters into a new tenancy agreement for a new unit, or vacates the Rental Unit, whichever happens first.
- The rent top-up period ends on the move-in date for the Right of First Refusal unit.
- Timing of top-up payments:

Where the tenant is receiving the top-up and paying their landlord, the top-up payment must be received 7 days before the rent is due.

Where the applicant is paying the landlord directly, the top-up payment must be received per the tenancy agreement deadlines.

Applicant will be required to provide a copy of the tenancy agreement for the new interim unit that includes the monthly rent to City Staff so that rent top-up amounts may be verified.

Note: Staff may require evidence that rent top-ups are being paid in a timely manner per this policy (e.g. records of direct deposits, copies of cheques etc.).

Administration and Resourcing:

The proposed draft by-law involves more administration and more enforcement than the

staff recommended licensing by-law and therefore the staff recommended resourcing should be updated to reflect the additional resources that will be required to adequately administer and enforce the bylaw.

In its earlier submission, ACORN recommended that the Renovation Licensing system be supported by an enforcement hotline where tenants can call to report unpermitted work/check on permit status/lies on forms/illegal activity and adequate resources to ensure that tenants can access case management support to facilitate their successful exercise of their right of first refusal. This hotline would require additional resources to operate.

Closing

Across Hamilton tenants have been displaced or are currently fighting to defend their homes from predatory and greedy landlords who are abusing the provincial loophole. While tenants do have the right of first refusal (legal right to return to the unit post renovations at the same rent), ACORN has yet to see a landlord follow the law.

If Hamilton passes a renoviction bylaw it would be the first of its kind in the province of Ontario. And the policy is desperately needed. Protecting Hamilton's affordable housing is more important now than ever. The average market rent in Hamilton for a one-bedroom apartment is currently \$1755, compared to \$875 just 7 years ago. The number of N13 (renoviction) applications filed to the Landlord and Tenant Board in Hamilton has grown exponentially over the past few years - 6 were filed in 2012 and over 100 last year. Hamilton has lost 15,000 units that rent for less than \$750 a month in the last decade. That is 29 affordable units lost for every new affordable unit added.

The rise in renovictions has and will continue to have a devastating impact on Hamilton, at both the individual and systemic level. Renoviction shatters the lives of families, breaks long-held community bonds, drives up rents in the neighborhood, increases homelessness and strain on social services, incentivizes landlords to allow their buildings to fall into disrepair and destroys existing stock of affordable housing.

Hamilton has an opportunity on October 19th (Emergency and Community Services Committee, followed by Council on the 25th (where any decisions will need to be ratified) to be a leader in the province of Ontario in local tenant protection

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Note:

Appendix “D” - the City of Hamilton’s proposed Renovation Licence and Relocation Listing By-law was used as the starting point for this draft bylaw. Modifications to it appear in red. This bylaw edit is an attempt to incorporate the recommended ACORN amendments / changes into the staff recommendation Renovations License and Relocation Listing by-law. Please use as the city sees appropriate in evaluating next steps for the creation of a strong made in Hamilton anti-renoviction by-law.

Appendix “D” to Report PED23072

CITY OF HAMILTON

BY-LAW NO.

Renovation Licence and Relocation **Listing By-law**

WHEREAS section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25 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 10 of the *Municipal Act, 2001*, S.O. 2001, c.25 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*, S.O. 2001, c.25 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;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (d) impose special conditions on a business in a class that have not been imposed on all of the businesses in that class in order to obtain, continue to hold or renew a licence;

(e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence;

(f) license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it;

AND WHEREAS subsection 151(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 applies with necessary modifications to a system of licences with respect to any activity, matter or thing for which by-law may be passed under section 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*, S.O. 2001, c.25, Council for the City of Hamilton is of the opinion that the delegation of the legislative powers under this by-law to the Director 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*, S.O. 2001, c.25 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*, S.O. 2001, c.25 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*, S.O. 2001, c.25 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*, S.O. 2001, c.25;

AND WHEREAS section 436 of the *Municipal Act, 2001*, S.O. 2001, c.25 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*, S.O. 2001, c.25 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 the City seeks to regulate by way of licensing, any Landlord who intends to perform repairs and renovations and serves a notice of termination pursuant to section 50(1)(c) of the *Residential Tenancies Act, 2006* in order to assist the Tenant of such Landlord in **securing alternative accommodation, either temporarily, in the case where a tenant delivers a notice of its wish to occupy the Rental Unit after the repairs and renovations are complete prior to such Tenant vacating the premises, and in exercising their Right of First Refusal pursuant to subsection 50(3) of the *Residential Tenancies Act, 2006*. ~~making an informed decision as to whether or not the Tenant should deliver a notice of its wish to occupy the Rental Housing Unit after the repairs and renovations are complete prior to such Tenant vacating the premises;~~**

AND WHEREAS pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*, a Landlord shall serve a Tenant with a notice of termination of tenancy if the Landlord requires vacant possession of the Rental Housing Unit for the purpose of performing repairs or renovations;

AND WHEREAS the City seeks to require that a Landlord take certain steps, including, but not limited to, obtaining a licence to perform repairs or renovations to a Rental Housing Unit for which a notice of termination has been given under subsection 50(1)(c) of the *Residential Tenancies Act, 2006*;

AND WHEREAS subsection 50(3) of the *Residential Tenancies Act, 2006*, requires that the notice of termination served pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*, inform the Tenant that if they wish a right of first refusal to occupy the premises as a Tenant after the repairs or renovations are complete, they must give the Landlord notice of this fact before vacating the rental unit;

AND WHEREAS pursuant to subsection 53(2) of the *Residential Tenancies Act, 2006*, a Tenant who wishes to have a right of first refusal shall provide the Landlord notice in writing before vacating the rental unit;

AND WHEREAS, pursuant to subsections 54(1) ~~and 54(3)~~ of the *Residential Tenancies Act, 2006*, where a Landlord has served a notice of termination pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006* on a Tenant of a Rental Housing Unit as the Landlord has voluntarily chosen to perform repairs or renovations requiring vacant possession of ~~a Residential Complex or a Rental Housing Unit, a Rental Unit in a Residential Complex containing at least 5 rental units~~, that Landlord shall compensate that Tenant in an amount equal to three (3) months' rent or shall

offer the Tenant another rental unit acceptable to the Tenant if that Tenant does not serve notice of its wish to have a right of first refusal pursuant to subsection 53(2) of the *Residential Tenancies Act, 2006*;

AND WHEREAS, pursuant to subsections 54(2) of the *Residential Tenancies Act, 2006*, where a Landlord has served a notice of termination pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006* on a Tenant of a Rental Housing Unit as the Landlord has voluntarily chosen to perform repairs or renovations requiring vacant possession of a Rental Unit in a Residential Complex containing at least 5 rental units and that Tenant serves notice of its wish to have a right of first refusal pursuant to subsection 53(2) of the *Residential Tenancies Act, 2006*, that Landlord shall compensate that Tenant in an amount equal to the rent for the lesser of three months and the period the unit is under repair or renovation or shall offer the Tenant another rental unit acceptable to the Tenant;

AND WHEREAS, pursuant to subsections 54(3) of the *Residential Tenancies Act, 2006*, where a Landlord has served a notice of termination pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006* on a Tenant of a Rental Housing Unit as the Landlord has voluntarily chosen to perform repairs or renovations requiring vacant possession of a Rental Unit in a Residential Complex containing less than five rental units and that Tenant does not serve notice of its wish to have a right of first refusal pursuant to subsection 53(2) of the *Residential Tenancies Act, 2006*, that Landlord shall compensate that Tenant in an amount equal to one month's rent or shall offer the Tenant another rental unit acceptable to the Tenant;

AND WHEREAS, pursuant to subsections 54(4) of the *Residential Tenancies Act, 2006*, where a Landlord has served a notice of termination pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006* on a Tenant of a Rental Housing Unit as the Landlord has voluntarily chosen to perform repairs or renovations requiring vacant possession of a Rental Unit in a Residential Complex containing less than 5 rental units and that Tenant serves notice of its wish to have a right of first refusal pursuant to subsection 53(2) of the *Residential Tenancies Act, 2006*, that Landlord shall compensate that Tenant in an amount equal to the rent for the lesser of one month and the period the unit is under repair or renovation;

AND WHEREAS the Residential Tenancies Act, 2006 53(1) and 53(3) establishes 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*, may have a right of first refusal to occupy the rental unit as a tenant when the repairs or renovations are completed, and that a tenant who exercises a right of first refusal 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, but provides no mechanism to ensure the tenant is able to reoccupy the rental unit at a rent that is no more than what the Owner or Operator could have lawfully charged if there had been no interruption in the tenant's tenancy once the renovations or repairs are complete. ~~the Landlord to provide any information to the Tenant about alternate Rental Housing Units which may be acceptable and/or available to the Tenant~~

AND WHEREAS the Province of Ontario will amend section 53 of the *Residential*

Tenancies Act, 2006, on a day to be named by proclamation of the Lieutenant Governor to require landlords to give the tenant at least 60 days after the day the rental unit is ready for occupancy to exercise the right of first refusal to occupy the unit, pursuant to c. 10, Sched. 7, s. 3.

AND WHEREAS the Province of Ontario has enacted the *Residential Tenancies Act, 2006*, of which section 73.1 states that:

“**73** (1) The Board shall not make an order terminating a tenancy and evicting the tenant in an application under section 69 based on a notice of termination under section 50 unless it is satisfied that,

(a) the landlord intends in good faith to carry out the activity on which the notice of termination was based; and

(b) the landlord has,

(i) obtained all necessary permits or other authority that may be required to carry out the activity on which the notice of termination was based, or

(ii) has taken all reasonable steps to obtain all necessary permits or other authority that may be required to carry out the activity on which the notice of termination was based, if it is not possible to obtain the permits or other authority until the rental unit is vacant. 2006, c. 17, s. 73.”

NOW THEREFORE, the Council of the City of Hamilton enacts as follows:

General

1. In this By-law;

(a) a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;

(b) a reference to any Act, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, by-law, rule or regulation or provision enacted in substitution therefor or amendment thereof;

(c) the headings to each section are inserted for convenience of reference only and do not form part of the By-law;

(d) words and abbreviations which have well-known technical or trade meanings are used in the By-law in accordance with those recognized meanings; and

(e) where an officer of the City is named, or a reference is made to an officer of the City, that reference shall be deemed to include a reference to the designate of that person, as appointed in accordance with policies and procedures of the

City in force from time to time.

2. This By-law shall apply to all Rental Housing Units within the municipality of the City of Hamilton or the geographic area of the City of Hamilton, as the context requires.

3. This By-law shall not apply to:

(a) a licensed hotel, motel, inn or bed and breakfast, tourist home, licensed lodging house, licensed short-term rental or licensed residential care facilities; and

(b) 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, as amended;

(ii) the *Innkeepers Act*, R.S.O. 1990, C. 17, as amended;

(iii) the *Long-Term, Care Homes Act*, 2007, S.O. 2007, c. 8, as amended;

(iv) the *Retirement Homes Act*, 2010, S.O. 2010, c.11, as amended;

(v) the *Social Housing Reform Act*, 2000, S.O. 2000, c. 27, as amended and

(vi) social housing or affordable housing that is not subject to *Social Housing Reform Act*, 2000, S.O. 2000, c. 27, as amended, but which is subject to an agreement with the City and which has been approved for exemption by the Director.

4. All licence fees and inspection fees related to this By-law shall be paid in accordance with the City's User Fees and Charges By-law No. 19-160, and such licence fees and inspection fees paid shall be non-refundable.

Definitions

5. In this By-law:

“By-law” means this By-law;

“Chief Building Official” means the Chief Building Official as appointed by Council pursuant to the *Building Code Act*, or their designate, and may include building inspectors for the purpose of doing inspections as contemplated under this By-law;

“City” means the municipality of the City of Hamilton or the geographic area of the City of Hamilton as the context requires;

“Council” means the Council of the City of Hamilton;

“Director” means the City's Director of Licensing and By-law Services;

“Fire Chief” means the City of Hamilton Chief of the Hamilton Fire Department;

“Landlord” includes (i) the owner of a Residential Complex or any other person who permits occupancy of a Rental Housing Unit, other than a Tenant who occupies a Rental Housing Unit in a Residential Complex and who permits another person to occupy the Rental Housing Unit or any part thereof, (ii) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (i), and (iii) a person, other than a Tenant occupying a Rental Housing 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;

“Licensee” means any person, corporation or partnership licensed under this By-law;

“Medical Officer of Health” means the Medical Officer of Health for the Hamilton Health Unit and includes public health inspectors;

“Municipal Act, 2001” means the *Municipal Act, 2001*, S.O. 2001, c.25;

“Municipal Law Enforcement Officer” means an employee of the Licensing and By law Services Division of the City of Hamilton who is appointed by Council to enforce the provisions of this By-law;

“Officer” shall include a Municipal Law Enforcement Officer, Medical Officer of Health, Fire Chief, Chief Building Official, a Hamilton Police Services police officer, or any other person appointed under the authority of a municipal by-law or by Council to enforce City by-laws;

“Operator” means the superintendent or property manager or any other person who may take on some or all of the roles relating to permitting occupancy in a Rental Housing Unit, but does not include an Owner;

“Owner” means any person or persons who have any legal right, title, estate or interest in a Rental Housing Unit and shall include, but is not limited to, a landlord, lessors, sublessor or other person permitting the occupation of a Rental Housing Unit, their agents, heirs, personal representatives and successors in title;

“Person” includes an individual, sole proprietorship, partnership, limited partnership, trust, party or body corporate, and the personal or other legal representatives of a person to whom the context can apply according to the law;

“Rental Housing Unit” means a building or part of a building: (i) consisting of one or more rooms; (ii) containing toilet and cooking facilities; (iii) designed for use as a single housekeeping establishment; and (iv) used or intended for use as a rented residential premise;

“Residential Complex” means a building or related group of buildings in which one or more Rental Housing Units are located and includes all common areas and services and facilities available for the use of its residents;

“Residential Tenancies Act, 2006” means the *Residential Tenancies Act, 2006*, S.O. 2006 c.17; and

“Tenant” includes a person who pays rent in return for the right to occupy the Rental

Housing Unit and includes their heirs, assigns and personal representatives, but does not include a person who has the right to occupy a rental unit by virtue of being an Owner of the Residential Complex in which the Rental Housing Unit is located or a shareholder of a corporation that owns the Residential Complex.

6. A term not defined in section 5 of this By-law shall have the same meaning as the term in the *Building Code Act, 1992*, S.O. 1992, c.23 or the City's Property Standards By-law.

PART I- REPAIRS AND RENOVATIONS TO RENTAL HOUSING UNITS

Licence Required

- 7. A Landlord or Operator who has delivered a notice of termination pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006* to a Tenant in order to perform repairs or renovations which require vacant possession of a Rental Housing Unit shall, within seven (7) days of serving the notice of termination pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*, submit an application for a licence issued by the Director in accordance with the provisions of this By-law.

- 8. A Landlord or Operator who fails to obtain a licence pursuant to section 7 of this By-law is guilty of an offence and is subject to a penalty in the amount prescribed in this By-law for each day that the Landlord or Operator fails to comply with section 7 of this By-law.

Prohibitions

- 9. No Landlord or Operator shall be issued a licence as required pursuant to section 7 of this By-law without first being issued all permits required to carry out the repairs or renovations requiring vacant possession of the Rental Housing Unit pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*.

- X. No Landlord or Operator shall be issued a license as required pursuant to section 7 of this By-law without having made satisfactory alternative housing arrangements with the Tenant pursuant to section x of this By-law.

- X. No Landlord or Operator that has obtained a license under this bylaw shall fail to adhere to the arrangements made with the Tenant, pursuant to section x of this By-law.

- X. No Landlord or Operator that has obtained a license under this bylaw shall prevent a tenant who has informed the landlord in writing that they wish to exercise their right of first refusal from reoccupying the rental unit upon the completion of repairs or renovations at a rent that is no more than what the Owner or Operator could have lawfully charged if there had been no interruption in the tenant's tenancy.

- X. No Landlord or Operator that has obtained a license under this bylaw shall advertise a renovated or repaired Rental Unit for rent if a tenant has informed the Landlord in writing that they wish to exercise their right of first refusal unless the tenant informs

the Landlord in writing that they no longer wish to reoccupy the rental unit or the 60 day period following the date the Rental Unit was available for re-occupancy has concluded and the Tenant has not re-occupied the Rental Unit.

10. No Landlord or Operator shall hold themselves out to be licensed under this By law if they are not licensed.
11. No Landlord or Operator shall contravene or fail to comply with any of the terms and conditions of their licence issued under this By-law.
12. No Landlord or Operator shall transfer or assign a licence issued under this By law.
13. No Person shall provide false or misleading information to the Director when applying for or renewing a licence under this By-law.
14. No Person shall hinder or obstruct an Officer or attempt to hinder or obstruct an Officer who is performing a duty under this By-law.
15. Any Person who provides false information to the Director shall be deemed to have hindered or obstructed an Officer in the execution of their duties.

Application for and Renewal of Licence

16. The application for a licence shall be signed and submitted to the Director by the Landlord or Operator no later than seven (7) days after service of any notice given pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*.
17. Every Landlord or Operator applying for a licence pursuant to section 16 of this By law shall provide the following information and materials in support of the application:
 - (a) a copy of the building permit issued by the Chief Building Official and any other permit required to carry out the repairs or renovations, issued to the Landlord or Operator;
 - (b) a copy of the notice of termination delivered to the Tenant by the Landlord or Operator pursuant to section 50(1)(c) of the Residential Tenancies Act, 2006, indicating that the necessary building permits or other authorization to convert demolish or repair the rental unit have not yet been obtained; and
 - (c) Information about the Rental Complex, including the number of current tenancies, and information about the Rental Unit including the unit type (number of bedrooms), current rental rate, and start date of current tenancy.
 - (d) a copy of a report prepared by a professionally designated engineer or other person with the requisite qualification stating that the repairs or renovations are so extensive that they require vacant possession of the Rental Housing Unit;
 - (e) for properties with more than one tenanted unit, a Disruption Mitigation Plan, developed in a form and manner satisfactory to the Director;
 - (f) completed Tenant Relocation & Assistance documentation that includes:
 - (i) a copy of a new tenancy agreement with the Tenant for a comparable Rental Unit that has the same rental rate and terms as the tenancy

agreement pertaining to the Rental Unit being renovated or repaired, or terms that are more favourable to the Tenant; or

- (ii) satisfactory documentation of other arrangements made for the Tenant's temporary accommodation in a comparable rental unit during the renovation or repair, and for the Tenant's return to their original Rental Unit at a rent that is no more than what the Landlord or Operator could have lawfully charged if there had been no interruption in the tenant's tenancy following completion of the renovation or repair, including evidence of the Tenant's consent to the arrangements; or
- (iii) satisfactory documentation of arrangements made to compensate the Tenant in the amount equal to the difference between the rent currently paid (including utilities) and the current market rent of a comparable Rental Unit for the duration of the renovation or repair, and for the Tenant's return to their original Rental Unit at a rent that is no more than what the Owner or Operator could have lawfully charged if there had been no interruption in the tenant's tenancy following completion of the renovation or repair, including evidence of the Tenant's consent to the arrangements; or
- iv) satisfactory documentation of the Tenant's agreement to an alternative voluntary arrangement, which includes payment of the compensation required pursuant to the Residential Tenancies Act, 54(1,2,3,4), as applicable;

X. The Director may require that a person, who in the opinion of the Director is qualified to do so, provide or verify to the satisfaction of the Director the report that is required pursuant to Section 17 (d) of this by-law.

Notice of application

X. The applicant shall provide notice of the application for a Renovation License and a City of Hamilton Renovation Licence and a Tenant Rights Information Package, that includes a City of Hamilton Right of First Refusal form to the Tenant of the Rental Unit within 5 days of submitting the application.

X. In Rental Complexes with more than one occupied Rental Unit, the applicant shall post a completed City of Hamilton Renovation License Application notice in common areas within 5 days of submitting the application.

Issuance of Licence

18. A licence issued under this By-law shall only be valid for the repairs or renovations of the Rental Housing Unit as provided for on the application form.

19. 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 Housing Unit is expected to be ready for occupancy following the repairs or renovations, whichever is sooner.

20. A licence, in accordance with the provisions of this By-law, shall be required for each Rental Housing Unit and/or each Residential Complex for which a building permit is issued.

PART II- PROVISION OF ~~LISTING TO TENANTS FOR~~ ALTERNATE HOUSING

Purpose

21. The purpose of this part of the By-law is to require a Landlord or Operator of a Residential Complex who has ~~obtained~~ applied for a licence to repair or renovate a Rental Housing Unit pursuant to this By-law to ~~make arrangements with the Tenant to ensure the Tenant is able to secure alternative comparable accommodations while renovations or repairs are taking place, to prevent the Tenant from becoming homeless, to preserve existing rental housing affordability, and to facilitate Tenants' exercise of their right to reoccupy their rental unit following renovation or repair at a rent that is no more than what the Owner or Operator could have lawfully charged if there had been no interruption in the tenant's tenancy.~~ ~~provide, or cause to be provided, a listing of Rental Housing Units which are comparable to the Tenant's present Rental Housing Unit so that the Tenant can make an informed choice about whether or not to deliver a Notice to Re-Occupy the Rental Housing Unit at the end of the renovations or repairs.~~

Requirement to Provide ~~Listing~~ Alternative Accommodations

22. Where a Landlord has served a notice of termination on a Tenant pursuant to subsection 50(1)(c) of the Residential Tenancies Act, 2006 for the purpose of performing repairs or renovations on the Rental Housing Unit that require vacant possession of same, the Landlord or Operator shall:

- (i) enter into a new tenancy agreement with the Tenant for a comparable Rental Unit that has the same rental rate and terms as the tenancy agreement pertaining to the Rental Unit being renovated or repaired, or terms that are more favourable to the Tenant, and provide a copy of the agreement to the Director pursuant to x of this bylaw; or
- (ii) make other arrangements in writing for the Tenant's temporary accommodation during the renovation or repair in a comparable rental unit, and for their return to their original Rental Unit at a rent that is no more than what the Owner or Operator could have lawfully charged if there had been no interruption in the tenant's tenancy following completion of the renovation or repair, and provide to the Director satisfactory documentation of the arrangements including evidence of the Tenant's consent to the arrangements, pursuant to section x of this bylaw; or
- (iii) make arrangements to provide the tenant with compensation in an amount equal to the difference between the rent currently paid (including utilities) and the current market rent of a comparable unit no later than 7 days before the first day of each month during the period of renovation or repair, and make arrangements for the Tenant's return to their original Rental Unit at a

rent that is no more than what the Owner or Operator could have lawfully charged if there had been no interruption in the tenant's tenancy following completion of the renovation or repair, and provide to the Director satisfactory documentation of the arrangements including evidence of the Tenant's consent to the arrangements, pursuant to section x of this bylaw; or

- (iv) provide to the Director satisfactory documentation of the Tenant's agreement to an alternative voluntary arrangement, which includes written confirmation from the Tenant that a) they understand that they have the option of being provided a temporary comparable rental unit or compensation equal to the difference between their current rent and current market rents for a comparable unit while renovations or repairs are being completed and then return to their original Rental Unit at a rent that is no more than what the Owner or Operator could have lawfully charged if there had been no interruption in the tenant's tenancy following completion of the renovation or repair, and they either a) do not wish to accept an alternative rental unit or compensation equal to the difference between their current rent and current market rents for a comparable unit while their rental unit is being repaired or renovated and return to the rental unit once repairs or renovations are complete, or b) do not wish to accept an alternative rental unit or compensation equal to the difference between their current rent and current market rents for a comparable unit while their rental unit is being repaired or renovated and do wish to return to the rental unit once repairs or renovations are complete.

(c) For the purposes of subsection 22,

- (i) the new tenancy agreement may either transfer the Tenant's tenancy permanently to the other Rental Unit, or entitle the Tenant to occupy the other Rental Unit temporarily during the course of the renovation or repair and return to their original rental unit following completion of the renovation or repair.
- (ii) a Rental Unit is comparable to a Rental Unit that is being renovated or repaired if it has the same or a greater number of bedrooms, is at a similar or better level of accessibility, is within a one-mile radius of the Rental Housing Unit that requires vacant possession, complies with the maintenance standards of the City's Property Standards By-law, and the rent for the unit is equal to or less than the rent for the Rental Unit that is being renovated or repaired.

X. The landlord shall give the Tenant 60 days advance notice of when the Rental Unit will be available for re-occupancy, or, in situations where vacant possession is required for less than 60 days, provide the date that the Rental Unit will be available for re-occupancy as part of the alternative accommodations arrangements.

X. The Landlord or Operator shall give the Tenant at least 60 days after the day the Rental Unit which the Tenant has a right of first refusal is ready for occupancy to exercise the right of first refusal to occupy the Rental Unit.

- ~~22. Where a Landlord has served a notice of termination on a Tenant pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006* for the purpose of performing repairs or renovations on the Rental Housing Unit that require vacant possession of same, the Landlord or Operator shall obtain a listing of alternative Rental Housing Units which are comparable to the Tenant's present Rental Housing Unit and shall serve the said listing on the Tenant no later than two (2) months before the expiry of the one hundred and twenty (120) days' notice period pursuant to subsection 50(2) of the *Residential Tenancies Act, 2006*. To be comparable, the alternative Rental Housing Units must be within a one-mile radius of the Rental Housing Unit that requires vacant possession, have the same or a greater number of bedrooms, comply with the maintenance standards of the City's Property Standards By-law and the rent for each of the alternative Rental Housing Units is no greater than Fifteen Per Cent (15%) of the rent for the Rental Housing Unit that is being renovated or repaired.~~
- ~~23. For the purpose of section 22 of this By-law, the number of alternative Rental Housing Units provided on the listing to the Tenant shall be no less than the number of Tenants in the Residential Complex who have been served with a notice of termination pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006* and, in no case shall there be less than three (3) Rental Housing Units set out on the listing for the purpose of allowing the Tenant to determine whether to exercise its right to first refusal pursuant to subsection 53(2) of the *Residential Tenancies Act, 2006* as a result of being served with a notice of termination pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*.~~
- ~~24. In the event that the Landlord or Operator is unable to provide a listing to the Tenant with the number of alternative Rental Housing Units as required pursuant to section 22 of this By-law due to an inadequate supply of available and comparable Rental Housing Units:~~
- ~~(a) where the Landlord or Operator is still able to provide a listing to the Tenant with a lesser number of alternative Rental Housing Units than required by section 22 of this By-law, the Landlord or Operator shall provide the listing to the Tenant with a lesser number of alternative Rental Housing Units listed on the listing than what is required by section 22 of the By-law and the Landlord or Operator shall provide a certification to the Director, signed by the Landlord or Operator, certifying that the Landlord or Operator is unable to comply with section 22 and that the reason for such non-compliance is due to an inadequate supply of available and comparable Rental Housing Units, or~~
 - ~~(b) where the Landlord or Operator is unable to provide any listing to the Tenant as required by section 22 of the By-law, then the Landlord or Operator shall provide a certification to the Director, signed by the Landlord or Operator, certifying that the Landlord or Operator is unable to comply with section 22 and that the reason for such non-compliance is due to there being no available comparable Rental Housing Units.~~
- ~~25. The following information shall be included on the listing provided to each Tenant:~~
- ~~(a) the name of the proposed Landlord or Operator of each proposed alternative~~

~~Rental Housing Unit;
(b) the address of each proposed alternative Rental Housing Unit;
(c) the quantum of rent per month for each proposed alternative Rental Housing Unit;
(d) the minimum rental term required by the Landlord or Operator for each proposed alternative Rental Housing Unit; and
(e) any other information that may assist the Tenant in making an informed decision about whether to give notice of its intention pursuant to subsection 53(2) Residential Tenancies Act, 2006 to have a right of first refusal to occupy the Rental Housing Unit as a Tenant when the repairs or renovations are completed.~~

~~26. The Landlord or Operator shall ensure that each of the proposed alternative Rental Housing Units set out on the listing served upon the Tenant shall be available for rent by the Tenant at the time of service of the listing on the Tenant.~~

~~27. After the service of the initial listing referred to in section 22, the Landlord or Operator may provide the Tenant with further listings to assist the Tenant in making an informed decision when considering whether to give notice of its intention to have a right of first refusal to occupy the Rental Housing Unit as a Tenant pursuant to the option provided to the Tenant under subsection 53(1) of the Residential Tenancies Act, 2006.~~

~~28. Where the Landlord or Operator does not provide the Tenant with the listing as required in section 22 of this By-law, the Landlord or Operator shall be in breach of this By-law.~~

PART III-ADMINISTRATION AND ENFORCEMENT

Powers of the Director

29. Notwithstanding any other provision in this By-law, the power and authority to issue or renew a licence, refuse to issue or refuse to renew a licence, to revoke a licence, and to impose terms and conditions, including special conditions on a licence are delegated to the Director.

30. The Director shall issue a licence or renew a licence where the requirements or conditions of the By-law have been met.

31. The Director may refuse to issue, refuse to renew, or revoke a licence, or impose a term or condition on a licence on the following grounds:

- (a) there are reasonable grounds to believe that an application or other documents provided to the Director by the Landlord or Operator contains a false statement;
- (b) the Residential Complex of the Owner and/or any Rental Housing Unit in the Residential Complex is subject to an order, or orders, made pursuant to any governmental authority;
- (c) a Landlord or Operator does not meet all the requirements of this By-law.

32. The Director may reject an application or its renewal where any of the documents required by this By-law are incomplete or have not been filed.

33. Notwithstanding any other provision in this By-law, the Director may impose terms and conditions on any licence at issuance, renewal or any time during the term of the licence, including special conditions, as are necessary in the opinion of the Director to give effect to this By-law.

Offences

34. Every Person who contravenes any provision of this By-law is guilty of an offence and is liable to a fine, and other such penalties, as provided for in the *Provincial Offences Act* and the *Municipal Act, 2001*.

35. In addition to section 34 of this By-law, every Person who contravenes any provision of this By-law and was charged with an offence for a contravention of any provision of this By-law by the laying of an information of Part III of the *Provincial Offences Act*, is guilty of an offence and on conviction is liable to a minimum fine of \$1,000.00 and a maximum fine of \$50,000.00

PASSED this _____ day of _____, 2023	
Mayor: Andrea Horwath	City Clerk: