OFFICE CONSOLIDATION

This is a consolidation of the Town's by-law to require adequate and suitable vital services for rental units within the Town of Caledon and to repeal By-law 98-151 being By-law Number 2021-91 as amended by By-law 2026-066. The following consolidation is an electronic reproduction made available for information purposes only and is not an official version of the by-law. Official versions of all by-laws can be obtained from the Town Clerk by calling (905) 584-2272. If there are any discrepancies between this consolidation and By-laws 2021-91 and 2026-066 the by-laws shall prevail.

BY-LAW NO. 2021-91

A By-law to require adequate and suitable vital services for rental units within the Town of Caledon and to repeal By-law 98-151

WHEREAS Section 8 of the *Municipal Act, 2001* provides that the powers of a municipality shall be interpreted broadly to enable a municipality to govern its affairs as it considers appropriate and enhance its ability to respond to municipal issues;

AND WHEREAS Sections 216 to 218 of the *Residential Tenancies Act, 2006* confer the powers for a municipality to pass By-laws concerning the provision of vital services at rental units;

AND WHEREAS the Council of The Corporation of the Town of Caledon considers it necessary and desirable to require adequate and suitable vital services for rental units within the Town of Caledon;

NOW THEREFORE the Council of The Corporation of the Town of Caledon ENACTS AS FOLLOWS:

Short Title

This By-law shall be known as the “Vital Services By-law”.

Part 1 – Definitions

1.1 In this By-law:

“Adequate and suitable”, in respect of a *vital service* at a *rental unit*, means that the *vital services* shall be sufficient to enable:

(1) the refrigerating, freezing and preparing of food for human consumption;

(2) a minimum indoor air temperature of 20 degrees Celsius, with the exception of non-habitable areas within the *rental unit*;

(3) a supply of hot water at the ordinary temperature of at least 49 degrees Celsius in a quantity of at least 165 litres for 15 minutes with a minimum recovery rate for the temperature of 45 litres per hour;

(4) continuous and uninterrupted supply of potable water of sufficient quantity for normal use of kitchen, laundry and washroom facilities; and

(5) electricity of the *rental unit*;

“*Director*” means the Director, Building and Municipal Law Enforcement Services for the *Town*, a *Town designate* on that individual’s behalf or, in the event of any organizational changes, a successor position;

“*Heating system*” means equipment owned or supplied by the *landlord* located in a building for the purpose of supplying heat to a *rental unit*;

“*Landlord*” means a *person* who is the lessor, owner, the *person* giving or permitting the occupation of the *rental unit* in question, and those *persons'* heirs and assigns and legal representatives;

“*Municipal boundary*” means the geographic boundary encompassing the Town of Caledon;

“*Person*” includes an individual, corporation, association, firm, sole-proprietorship, partnership, trust, organization and includes the directors and officers of a corporation, a corporation created under the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended, and the trustees,

agents, heirs, executors or other legal representatives of a person to whom the context can apply according to law;

"*Rental unit*" means any living accommodation used or intended for use as rented residential premises and includes:

(1) a site for a mobile home or site on which there is a land lease home used or intended for use as rented residential premises; and
(2) a room in a boarding house, rooming house or lodging house and a unit in a care home;

"*Supplier*", in respect of a *vital service*, means a *person* who carries on the business of supplying a *vital service* to a *rental unit*;

"*Tenancy agreement*" means written, oral or implied agreement between a *tenant* and a *landlord* for occupancy of a *rental unit* and includes a licence to occupy a *rental unit*;

"*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;

"*Town*" means The Corporation of the Town of Caledon;

"*Town designate*" means an individual that is an employee of the *Town* who has been appointed pursuant to a *Town* By-law as a Municipal By-law Enforcement Officer and shall include the *Director*;

"*Vital service*" means hot or cold water, fuel, electricity, gas or heat.

Part 2 – Application

2.1 Except where otherwise specified in this By-law, the provisions contained herein shall apply within the entirety of the *municipal boundary*.

Part 3 - Exception

3.1 This By-law does not apply to a *landlord* with respect to a *rental unit* to the extent that the *tenant* has as part of a *tenancy agreement*, expressly agreed to obtain and maintain the supply of any *vital service* or to provide and/or maintain or repair the *heating system* that supplies heat to the unit.

Part 4 – Landlord Requirements

4.1 Every *landlord* shall provide *adequate and suitable vital services* at every *rental unit* that is occupied by a *tenant*.

4.2 Every *landlord* shall provide, maintain and repair any system(s) used for the distribution of *adequate and suitable vital services* to a *rental unit*, so that the requirements of this By-law are met.

4.3 No *landlord* shall advise a *supplier* to bill a *tenant* directly except where such *tenant* has expressly assumed the obligation to pay for that service directly in a *tenancy agreement*.

Cessation of Vital Services

4.4 No *landlord* shall cause or permit the cessation of a *vital service* at a *rental unit*.

4.5 A *landlord* shall be deemed to have caused the cessation of a *vital service* at a *rental unit* if the *landlord* has breached a contract with a *supplier*, including if the *landlord* is obliged to pay the *supplier* for the *vital service* and fails to do so and, as a result of the non-payment, the *vital service* is no longer provided at the *rental unit*.

4.6 Section 4.4 does not apply to a cessation of a *vital service* necessary to alter or repair a *rental unit*, but such cessation shall only be for the minimum period necessary to effect the alteration or repair.

Part 5 – Supplier Requirements

5.1 No *supplier* of a *vital service* shall cease to provide the *vital service* to a *rental unit* unless notice of the intended cessation of the *vital service* has been given in writing to the *Town* Clerk at least 30 days before the *supplier* ceases to provide the *vital service*.

5.2 Section 5.1 shall only apply when a *landlord* has breached a contract with the *supplier* for the supply of the *vital service*.

5.3 The notice in Section 5.1 shall include the following:

(1) the municipal address of the property, a list of the *rental units* affected by the discontinuance and the type of *vital service* being discontinued;
(2) the name, address and telephone number of the *landlord* responsible for payment of the *vital service*;
(3) the nature of the *landlord's* breach of contract with the *supplier*;
(4) the date and approximate time proposed for discontinuance of the *vital service*;
(5) a reference to this By-law by name; and
(6) the name, telephone number and email address of the *person* at the *supplier* who is responsible for the disconnection and of the *person* who may be contacted to receive directions to arrange reconnection.

Part 6 – Restoration of Vital Services

6.1 Every *supplier* of a *vital service* shall immediately restore the *vital service* when directed to do so by the *Director*.

6.2 The *Director* may arrange for a *vital service* to be provided at a *rental unit* at the expense of a *landlord* if a *landlord* does not provide a *vital service* at the unit in accordance with this By-law.

6.3 Any expense incurred by the *Director* in order to ensure the provision of a *vital service* shall be deemed to be municipal taxes levied in the year in which the amount was spent and shall be added to the collector's roll and be subject to the same penalty and interest charges as real property taxed and shall be collected in the same manner and with the same remedies as real property taxes.

Part 7 – Enforcement

7.1 The *Director* and *Town designates* shall be responsible for the enforcement of the entirety of this By-law.

7.2 Where a *Town designate* is satisfied that a contravention of this By-law has occurred, the *Town designate* may make an order requiring the *person* who caused or permitted such contravention to do work to correct the contravention.

7.3 Every *person* to whom an order is issued shall comply with the order.

7.4 No order issued under this By-law shall be appealed to any board, tribunal or similar body established by the *Town*.

7.5 A *Town designate* may exercise the powers of entry and inspection at all reasonable times in the manner provided for in Section 218 of the *Residential Tenancies Act 2006*, subject to the limitations and requirements in Section 218 that entry to a *rental unit* shall only be made where the consent of the *tenant* is obtained after informing the *tenant* of their right to refuse permission, or under the authority of a warrant.

7.6 No *person* shall hinder or obstruct, or attempt to hinder or obstruct, any *Town designate* or agent on behalf of the *Town* who is exercising any power or authority, or performing a duty as permitted pursuant to this By-law.

Part 8 – Offences

8.1 Every *person* who contravenes any provision of this By-law is guilty of an offence.

8.2 Every *person* who is charged with an offence under this By-law by the filing of a certificate of offence under Part I of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended, upon conviction is liable to a fine as provided for by the aforesaid act.

8.3 Every *person* who is charged with an offence under this By-law by the laying of an information under Part III of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended, upon conviction is liable to a fine as follows:

(1) to a minimum fine of $500 and to a maximum fine of $100,000;
(2) for each day or part of a day that the offence continues, to a minimum fine of $500 and a maximum fine of $10,000, and the total of all daily fines for the offence is not limited to $100,000; and
(3) in the case of multiple offences, for each offence included in the multiple offence, to a minimum fine of $500 and a maximum fine of $10,000, and the total of all fines for each included offence is not limited to $100,000.

8.4 In addition to a fine or fines provided for in this By-law, every *person* who gains an

economic advantage from contravening any provision of this By-law is liable to a special fine in an amount equal to the fair market value of the economic advantage obtained from the contravention.

8.5 The court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the *person* convicted and such order shall be in addition to any other penalty imposed upon the *person* convicted.

[Section 8.6 added, By-law 2026-066, effective June 23, 2026]

8.6 Every Person who contravenes any provision of this By-law, including an Order issued under this By-law, is guilty of an offence and is liable to pay to the Town an Administrative Penalty and any Administrative Fees, where applicable, pursuant to the Administrative Monetary Penalty System By-law 2024-086, as amended.

Part 9 – Transition and Consequential Amendments

9.1 Proceedings commenced By-law 98-151 that are not finally disposed of before this By-law comes into force are to be taken up and continued under and in conformity with the provisions of this By-law.

9.2 By-law 98-151 is hereby repealed.

9.3 This By-law shall come into effect on the date of its passing.

Enacted by the Town of Caledon Council this 14th day of December, 2021.

"Allan Thompson"
Allan Thompson, Mayor

"Laura Hall"
Laura Hall, Town Clerk