



**MISSISSAUGA**

**THE CORPORATION OF THE CITY OF MISSISSAUGA**

**Rental Repairs and Renovations  
Licensing By-law 0039-2026**

WHEREAS section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (the “Municipal Act, 2001”), states that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on 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 11 of the *Municipal Act, 2001*, provides a lower-tier municipality with 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, and (iii) the protection of persons and property, including consumer protection;

AND WHEREAS section 151 of the *Municipal Act, 2001*, provides that without limiting sections 9, 10 and 11 of the Act, a municipality may provide for a system of licences with respect to a business;

AND WHEREAS section 151(5) of the *Municipal Act, 2001* provides that subsections 151(1) to (4) apply 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 as if it were a system of licences with respect to a business;

AND WHEREAS subsection 391(1) of the *Municipal Act, 2001*, provides that a municipality may impose fees and charges on persons for services or activities provided or done by or on behalf of it;

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 lands at any reasonable time for the purpose of carrying out an inspection to determine whether a by-law of the municipality has been complied with;

AND WHEREAS section 444 of the *Municipal Act, 2001*, provides that the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS on November 13, 2024, Council for The Corporation of the City of Mississauga (the “City”) passed Resolution No. 0235-2024 directing staff to prepare a by-law to protect tenants living in Mississauga against unfair or bad faith evictions due to renovations or repairs, as an important step towards the preservation of affordable housing in Mississauga;

AND WHEREAS on January 29, 2025, Council for the City passed Resolution No. 0015-2025 to approve various initiatives in order to make housing more affordable, which includes the affordability of rental housing in Mississauga;

AND WHEREAS Council for the City intends to fill a gap in the Residential Tenancies Act, 2006, S.O. 2006, c. 17 by strengthening protections against bad faith evictions carried out by landlords under the guise of repairs or renovations;

AND WHEREAS on April 1, 2026, Council for the City passed Resolution 0069-2026 approving General Committee Recommendation GC-0152-2026 to enact a by-law that establishes a licensing framework for landlords intending to perform repairs or renovations to their rental unit that are so extensive that they require a building permit and vacant possession of the rental unit pursuant to an N13 Notice;

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

### **PART 1 – APPLICATION, ADMINISTRATION AND ENFORCEMENT**

1. The administration and enforcement of this By-law is assigned to the Licence Manager who shall perform all the functions conferred upon them by this By-law.
2. The Licence Manager may delegate their responsibilities under this By-law to any employee of the City as the Licence Manager deems appropriate, from time to time.
3. Subject to section 4, this By-law shall apply to all Rental Units within the municipality of the City of Mississauga or the geographic area of the City of Mississauga, as the context requires.
4. This By-law shall not apply to any Rental Units listed as being exempt from the provisions of the RTA.

### **PART 2 – DEFINITIONS**

5. For the purposes of this By-law:

**“Administrative Penalty”** means a monetary penalty as set out in the City’s Licensing Administrative Penalty By-law, for a contravention of a designated by-law;

**“Average Market Rent”** means, in respect of a Rental Unit, the average market rent by type of unit in the City of Mississauga as published annually by the Canada Mortgage and Housing Corporation;

**“Building Permit”** means permission or authorization given in writing by the Chief Building Official to perform work regulated by the Building Code Act, 1992, S.O. 1992, c. 23, as amended, to change the use of a building or part thereof, or to occupy a building or part thereof;

**“By-law”** means this By-law;

**“Chief Building Official”** means the Chief Building Official appointed by Council under subsection 3(2) of the Building Code Act, S.O. 1992, c. 23, as amended;

**“City”** means the municipal boundaries for the City of Mississauga or The Corporation of the City of Mississauga (depending on the context);

**“Council”** means the elected mayor and councillors of the City;

**“Current Rent”** means the monthly rent or other periodic payment of rent currently paid by the Tenant for the Rental Unit;

**“Landlord”** means:

- (a) the registered owner of a Rental Unit;
- (b) any receiver, bankruptcy trustee, estate trustee or personal representative appointed by a court order or otherwise, having authority over the assets of the Landlord; or
- (c) a Person who is entitled to possession of the Rental Unit and who may enforce any of the rights of a Landlord under a tenancy agreement or the RTA, including the right to collect rent, by virtue of a registered mortgage or other security instrument;

**“Licence”** means the licence document issued by the Licence Manager to the Landlord as proof of licensing under this By-law;

**“Licence Manager”** means the Senior Manager, Compliance, Licensing & Enforcement for the City’s Enforcement Division and includes their designate;

**“Licensing Administrative By-law”** means the City’s Licensing Administrative Penalty By-law 0135-2014, as amended, being a by-law to establish a system of administrative penalties respecting those who have failed to comply with any part of a system of business licences established by the City;

**“Moving Certification Form”** means a form prescribed by the Licence Manager and signed by the Landlord and Tenant of the Rental Unit, confirming the arrangement for the Landlord to provide a Moving Contribution in accordance with this By-law;

**“Moving Contribution”** means a one-time payment made by the Landlord to the Tenant as a contribution towards the Tenant’s moving costs, calculated as follows:

- (a) where the Rental Unit is 70 square metres or less, the one-time moving contribution amount is \$1,000; and
- (b) where the Rental Unit is more than 70 square metres, the one-time moving contribution amount is \$1,500;

**“Mutual Certification Form”** means a form prescribed by the Licence Manager and signed by the Landlord and Tenant of the Rental Unit, confirming that the Landlord has posted the Tenant Notice and provided the Tenant Information Package to the Tenant in accordance with this By-law;

**“N13 Notice”** means a notice of termination of a tenancy pursuant to subsection 50(1)(c) of the RTA;

**“Officer”** means a municipal by-law enforcement officer employed by the City and/or appointed by Council to perform the duties of enforcing City by-laws and also includes a police officer as defined under the Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1;

**“Penalty Notice”** means a penalty notice provided to a Person pursuant to the Licensing Administrative Penalty By-law;

**“Person”** includes an individual, a corporation, the directors and officers of a corporation, a partnership, and any other form of business or legal association or entity, including the heirs, executors and administrators or other legal representatives of a Person, including their respective successors and assigns;

**“Qualified Person”** means a person licensed by and in good standing with the Ontario Association of Architects or the Professional Engineers Ontario, including such other professional as may be deemed qualified in Ontario by the Licence Manager, from time to time;

**“Release”** means a signed document as prescribed by the Licence Manager, from the Landlord to the City releasing the City from and against claims, demands, losses, costs, damages, actions, suits or proceedings that arise out of, or are attributable to issuance of a Licence under this By-law;

**“Rental Unit”** means any living accommodation:

- (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 rental residential premises;

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

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

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

**“Tenant Information Package”** means one or more documents prescribed by the Licence Manager, which provides important information to Tenants about their rights and entitlements under the RTA and this By-law;

**“Tenant Notice”** means a written notice as prescribed by the Licence Manager, which the Landlord is required to post in accordance with this By-law;

**“Tenant Return Certification Form”** means a form prescribed by the Licence Manager and signed by the Landlord and Tenant confirming the Tenant’s election regarding their right to return to the Rental Unit following completion of the required repairs or renovations, including a description of the arrangements for Top-up Payments, if the Tenant elects to return to the Rental Unit in accordance with this By-law; and

**“Top-up Payment”** means the payment made by the Landlord to the Tenant, where the Tenant:

- (a) moves to a temporary alternate rental unit that is reasonably comparable to the Rental Unit;
- (b) the Tenant is returning to the Rental Unit following completion of the repairs or renovations; and
- (c) the rent for the Tenant’s reasonably comparable temporary alternate rental unit is greater than the Current Rent,

to be calculated as the difference between Average Market Rent and the Current Rent.

### **PART 3 – LICENCE REQUIRED**

6. A Landlord that has delivered an N13 Notice to a Tenant shall:
  - (1) submit an application for a Licence to the Licence Manager within 7 days of delivering the N13 Notice in accordance with the provisions of this By-law;
  - (2) obtain a separate Licence for each Rental Unit being repaired or renovated; and
  - (3) refrain from repairing, renovating, allowing or permitting any other Person from repairing or renovating the Rental Unit unless the Landlord has been issued a valid Licence under this By-law.

### **PART 4 – SUBMITTING AN APPLICATION**

7. A Landlord shall apply for a Licence by submitting the following information to the Licence Manager:
  - (1) a completed application form as prescribed by the Licence Manager, which shall include the following information:
    - (a) the Landlord’s full name, municipal address, telephone number and email address, along with such other contact information as may be applicable;
    - (b) the municipal address of the property where the Rental Unit is located;
    - (c) the unit number of the Rental Unit;
    - (d) the Tenant’s full contact information;
    - (e) the Current Rent being charged for the Rental Unit;
    - (f) the size of the Rental Unit in square metres and the number of bedrooms in the Rental Unit;

- (g) a description of the repairs or renovations to be undertaken by the Landlord to the Rental Unit; and
  - (h) the date scheduled for completion of the repairs or renovations to be undertaken at the Rental Unit;
- (2) a copy of the N13 Notice;
  - (3) a copy of the Building Permit issued by the Chief Building Official;
  - (4) a copy of the executed tenancy agreement for the Rental Unit, along with any amendments or renewals thereof, including a description of any verbal arrangements with the Tenant;
  - (5) payment of the applicable Licence fee, as set out in in the applicable Fees and Charges By-law;
  - (6) a copy of a report by a Qualified Person, signed, dated and stamped within 6 months prior to the Licence application submission date, confirming that the Landlord's repairs or renovations are so extensive that the Landlord requires vacant possession of the Rental Unit;
  - (7) a signed insurance certificate evidencing commercial general liability business insurance coverage for the Rental Unit, for claims involving bodily injury, including personal injury and death, and property damage with a per occurrence limit of at least \$2,000,000;
  - (8) a signed Release; and
  - (9) such other information as may be required by the Licence Manager.
8. The Licence Manager shall furnish information relating to completed Licence applications from a repository to be maintained by the City in accordance with the City's Records Retention Schedule By-law 0097-2017, as amended.

#### **PART 5 – TENANT NOTICE AND TENANT INFORMATION PACKAGE**

9. The Licence Manager shall notify the Landlord in writing after deeming a Landlord's application as complete, accompanied by a copy of the Tenant Notice and Tenant Information Package.
10. Within 5 days of receiving written notification from the Licence Manager in accordance with section 9, the Landlord shall:
  - (1) post and maintain the Tenant Notice on the front door of the Rental Unit until such time that a Licence has been issued, or the application for a Licence has been refused by the Licence Manager or withdrawn by the Landlord; and
  - (2) provide the Tenant Information Package to the Tenant by email or printed copy.
11. In addition to subsection 10(1) of this By-law, where a Residential Complex has more than one (1) tenanted Rental Unit, the Landlord shall post and maintain the Tenant Notice in the Residential Complex so as to be clearly visible to all residents of the Residential Complex until such time as a Licence has been issued or the application for a Licence has been refused by the Licence Manager or withdrawn by the Landlord.
12. The Landlord shall provide a fully executed Mutual Certification Form to the Licence Manager within 5 days of posting the Tenant Notice and providing the Tenant Information Package to the Tenant, in accordance with section 10.

## **PART 6 – MOVING CONTRIBUTION, TENANT ACCOMMODATION AND TOP-UP PAYMENT**

13. The Landlord shall provide a fully executed Moving Certification Form to the Licence Manager within 5 days of posting the Tenant Notice and providing the Tenant with the Tenant Information Package, in accordance with section 10.
14. The Landlord shall pay the Moving Contribution to the Tenant at least 15 days before the Tenant vacates the Rental Unit.
15. The Landlord shall provide the Licence Manager with a fully executed Tenant Return Certification Form within 7 days of being notified by the Tenant of their election regarding their right to return to the Rental Unit following completion of the repairs or renovations.
16. Where the Tenant does not elect to return to the Rental Unit and the Landlord has offered an alternate rental unit as per section 54 of the RTA, the Landlord shall give reasonable consideration to the following in respect of the alternate rental unit being offered:
  - (1) the rental rate for the alternate rental unit being offered is reasonably comparable to the Current Rent of the Rental Unit being repaired or renovated;
  - (2) the number of bedrooms and the size of the alternate rental unit being offered be reasonably comparable to the Rental Unit being repaired or renovated;
  - (3) relative proximity between existing and proposed transportation options, including transit service;
  - (4) relative proximity to community infrastructure such as recreational facilities, libraries, police stations, schools and places of worship; and
  - (5) relative proximity to retail and commercial services such as grocery stores and pharmacies.
17. Subject to section 18, where the Tenant is returning to the Rental Unit following completion of the repairs or renovations, the Landlord shall pay a Top-up Payment to the Tenant.
18. For the purposes of section 17, the Top-up Payment payable by the Landlord shall:
  - (1) begin after the expiry of the period during which the Tenant is entitled to compensation under section 54 of the RTA and shall end on the last day of the Tenant's monthly rental period for the temporary alternate rental unit in which the Landlord informs the Tenant in writing that the repairs or renovations are complete and the Rental Unit is ready to be re-occupied; and
  - (2) be paid within 5 days after receiving proof that the Tenant has paid the monthly rent for the temporary alternate rental unit during the period outlined in subsection 18(1).

## **PART 7 – ISSUANCE OF A LICENCE**

19. The Licence Manager shall issue a Licence where the Licence Manager is satisfied that:
  - (1) the Licence application is complete and in compliance with this By-law;
  - (2) the Tenant Notice has been posted and is being maintained on the front door of the Tenant's Rental Unit;
  - (3) the Tenant Information Package has been provided to the Tenant; and

- (4) anything else required under this By-law within the stipulated timeframes, including but not limited to, forms and declarations, has been completed in accordance with this By-law.
20. A Licence issued according to this By-law shall be valid for the time period set out in the Licence.
21. Every Licence is owned by and is the property of the City.
22. The Landlord shall post and maintain a copy of the Licence issued under this By-law on the front door of the Rental Unit for the duration of the Licence period or until such time as the repairs or renovations to the Rental Unit have been completed.
23. Notwithstanding section 22, the Landlord may post and maintain the Licence in another location at the Residential Complex containing the Rental Unit with written authorization from the Licence Manager.
24. A Licence issued under this By-law shall only be valid for the repairs or renovations of the Rental Unit as described in the application for a Licence referred to in this By-law.
25. Any Person requesting copies of records being maintained by the Licence Manager shall pay the fees set out in the applicable Fees and Charges By-law.

#### **PART 8 – TERM OF LICENCE**

26. A Licence issued under this By-law shall be valid for a term of either 3 months, 6 months or 12 months and the actual term and effective date of the Licence shall be as specified by the Landlord in the application for a Licence.

#### **PART 9 – RENEWAL OF A LICENCE**

27. Where the Landlord is unable to complete the repairs or renovations to the Rental Unit within the original term of the Licence, the Landlord shall notify the Tenant in writing and thereafter submit an application for a renewal Licence to the Licence Manager at least 30 days prior to the end of each Licence term.
28. The application for a renewal Licence shall be on a form as prescribed by the Licence Manager, together with any required information and the applicable Licence renewal fee, as set out in the applicable Fees and Charges By-law.

#### **PART 10 – TRANSFER OF A LICENCE**

29. In the event the Landlord intends to dispose or convey all or a portion of its interest in the property containing the Rental Unit subject to the Licence, the Landlord shall, at least 30 days prior to the disposition or conveyance, notify the Licence Manager in writing and obtain written consent to a transfer or assignment of the Licence issued under this By-law.
30. A Landlord seeking the written consent from the Licence Manager pursuant to section 29 of this By-law must complete a Licence transfer application form as prescribed by the Licence Manager, together with any required information and the applicable Licence transfer fee, as set out in the applicable Fees and Charges By-law.

#### **PART 11 – REFUSAL, SUSPENSION OR REVOCATION**

31. A Licence Manager may refuse to issue, refuse to renew, suspend or revoke a Licence where the Licence Manager is satisfied that:

- (1) there are reasonable grounds to believe that any application or other document provided to the Licence Manager by or on behalf of the Landlord contains a statement or information that is false or misleading.
  - (2) the Landlord has not complied with this By-law, or applicable by-laws, including provincial and/or federal legislation;
  - (3) any fee payable under this By-law has not been paid in full;
  - (4) the Landlord has failed or refuses to comply with any requirement set out in this By-law;
  - (5) an existing Licence was issued in error;
  - (6) the Building Permit required for the repair or renovation to the Rental Unit has been revoked by the Chief Building Official; or
  - (7) the Landlord has submitted a written request to revoke the Licence.
32. Where the Licence Manager refuses to issue or renew a Licence or suspends or revokes a Licence, the Licence Manager shall provide written reasons to the Landlord within 7 days of making that decision, and thereafter the Landlord shall have 10 further days to provide such additional documents and materials as the Licence Manager has described in the written reasons, to continue seeking the issuance, renewal or reinstatement of a Licence.
33. Where the Licence Manager refuses to issue or renew a Licence, the application fee paid is not refundable.
34. Subject to section 32, the decision of the Licence Manager to refuse to issue or renew a Licence or to suspend or revoke a Licence is final.

#### **PART 12 – APPLICATION TO THE LANDLORD AND TENANT BOARD**

35. The Landlord shall notify the Licence Manager in writing within 7 days of becoming aware of an application filed by the Tenant with the Landlord and Tenant Board relating to the N13 Notice and any related eviction order for the Rental Unit, and shall provide a copy of any such application or documentation.

#### **PART 13 – APPLICATION FOR EXEMPTION**

36. A Landlord may apply in writing to the Licence Manager for an exemption from any requirements prescribed in this By-law, if the Licence Manager is satisfied that extenuating circumstances have arisen to prevent compliance with any such requirements of this By-law.
37. The Landlord shall submit the following documents in support of an application for an exemption:
- (1) an explanation for the reason the Landlord was unable comply with the requirements of this By-law;
  - (2) copies of all applicable correspondence between the Landlord and Tenant; and
  - (3) any other information or documentation as required by the Licence Manager to assist in determining whether an application for an exemption should be granted.

## **PART 14 – INSPECTIONS AND ORDERS**

38. An Officer may at any reasonable time, enter upon and inspect the land of any Person to ensure that the provisions of this By-law are complied with, which may include a Rental Unit actually being used as a dwelling if the consent of the occupier is obtained, the occupier first having been informed that the right of entry may be refused.
39. Upon request by an Officer, a Landlord shall provide access to Rental Unit that is not being used as a dwelling at any reasonable time to enable an inspection for the purpose of confirming compliance with this By-law.
40. A Landlord shall, upon receiving notification of an inspection under section 39, make arrangements for a representative of the Rental Unit to be in attendance for the entire duration of the inspection, when required by an Officer.
41. For the purposes of conducting an inspection pursuant to this By-law, an Officer may:
  - (1) require the production for inspection of documents or things relevant to the inspection;
  - (2) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
  - (3) require information from any person concerning a matter related to the inspection; and
  - (4) alone, or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
42. An Officer shall provide a receipt for any document or thing removed under subsection 41(2) and the document or thing shall be promptly returned after the copies or extracts are made.
43. No Person shall prevent, hinder, or obstruct, or attempt to prevent, hinder or obstruct, an Officer who is lawfully exercising a power or performing a duty under this By-law.
44. An Officer who finds a contravention of this By-law may make an order to the Person who contravened this By-law or who caused, allowed or otherwise permitted the contravention of this By-law to discontinue the contravening activity or to do work to correct the contravention.
45. An order made pursuant to section 44 shall include:
  - (1) the reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred;
  - (2) the date by which there must be compliance with the order, and/or the work to be done and the date by which the work must be done; and
  - (3) direct that if the thing or matter that is required to be done is not completed by the time set out in the order, the matter or thing will be done by the City at the Person's expense and the City may recover the costs of doing the matter or thing from the Person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.
46. Every Person shall comply with an order made pursuant to section 44.

## **PART 15 – SERVICE OF AN ORDER**

47. Any order required to be delivered or served under this By-law is sufficiently delivered or served, if:

- (1) delivered personally;
- (2) sent by registered mail; or
- (3) sent by email,

addressed to the Person to whom delivery or service is required to be made at the last known address or email address for service appearing on the records of the Licence Manager.

48. Where service is made by registered mail, such service shall be deemed effective and made on the 7th day after the date of mailing.

## **PART 16 – GENERAL REQUIREMENTS AND PROHIBITIONS**

49. Every Landlord shall:

- (1) comply with the requirements of this By-law and the Licence;
- (2) provide bi-weekly written communications to the Tenant with information regarding the state of repairs or renovations to the Rental Unit, where the Tenant has exercised the Tenant's right to return to the Rental Unit;
- (3) notify the Tenant of any delays in the expected or estimated completion date for the repairs or renovations within 5 days of becoming aware of same, where the Tenant has exercised the Tenant's right to return to the Rental Unit; and
- (4) notify the Tenant and Licence Manager of the Landlord's updated contact information within 5 days of any such change.

50. A Landlord shall not:

- (1) repair, renovate, allow or permit any other Person from repairing or renovating the Rental Unit pursuant to an N13 Notice unless the Landlord has been issued a valid Licence under this By-law;
- (2) prevent, hinder or delay the Tenant from obtaining such legal or other information or advice as the Tenant deems necessary to make decisions regarding the Tenant's rights under this By-law.
- (3) advertise or cause to be advertised for rent, a renovated or repaired Rental Unit if the Tenant of that Rental Unit has notified the Landlord of their decision to return to the Rental Unit in accordance with the RTA, unless the Tenant notifies the Landlord in writing of the Tenant's decision to no longer return to the Rental Unit; and
- (4) make representations or otherwise hold the Landlord out to be licensed under this By-law if the Landlord is not so licensed;

## **PART 17 – PENALTY AND OFFENCES**

51. Every Person who contravenes any provision of this By-law, when given a Penalty Notice, is liable to pay to the City an Administrative Penalty in the amount specified in the City's Licensing Administrative Penalty By-law and shall follow the procedures for payment or review/appeal as outlined in the City's Licensing Administrative Penalty By-

- law. If a Person is required to pay an Administrative Penalty, the Person shall not be charged with an offence in respect of the same contravention.
52. Notwithstanding section 51, every Person who contravenes any provision of this By-law, and every director or officer of a corporation who knowingly concurs in such contravention by the corporation, is guilty of an offence and is liable to a fine, and such other penalties, as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, and the Municipal Act, 2001, as both may be amended from time to time.
53. An offence under this By-law may be designated as a continuing offence or a multiple offence.
54. In addition to section 51, 52 and 53, any 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 and is found guilty of the offence is liable, pursuant to the Municipal Act, 2001, to the following fines:
- (1) a minimum fine of \$500 and a maximum fine of \$100,000;
  - (2) in the case of a continuing offence, for each day or part of a day that the offence continues, 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 a multiple offence, for each offence included in the multiple offence, 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.
55. Every person who is convicted of an offence under this By-law may be liable, in addition to the fines established under subsection 54(1), to a special fine, which may exceed \$100,000, designed to eliminate or reduce any economic advantage or gain from contravening this By-law.

#### **PART 18 – MISCELLANEOUS**

56. Where an application for a Licence has been made and the Landlord has failed to meet the requirements of this By-law for 90 days following the date the application was submitted, the Licence Manager may deem the application abandoned and the application will be cancelled without any further notice.
57. Where the Licence Manager cancels an application pursuant to section 56, the Licence application fee is not refundable.
58. Where there is a disagreement between the Landlord and Tenant with respect to any of the requirements in this By-law, the Licence Manager shall, after making such reasonable inquiries as deemed necessary, make a determination that shall be final and binding on the Landlord and Tenant.
59. All references to days in this By-law shall mean calendar days and do not include public holidays applicable in Ontario. Any time limits that would otherwise expire on a public holiday, are extended to include the next day that is not a public holiday.
60. Any section of this By-law, or any part thereof, that is found by a court of competent jurisdiction to be invalid shall be severable, and the remainder of the By-law shall continue to be valid and enforceable.
61. All schedules attached to this By-law shall form part of this By-law.

62. In this By-law, unless the context otherwise requires, words imparting the singular number shall include the plural, and words imparting the masculine gender shall include the feminine and further, the converse of the foregoing also applies where the context so requires.

**PART 19 – EFFECTIVE DATE AND SHORT TITLE**

63. This By-law shall come into force and effect at 12:01 a.m. on September 1, 2026.
64. This By-law may be referred to as the Rental Repairs and Renovations Licensing By-Law.

ENACTED AND PASSED this 1st day of April, 2026.

Signed by Carolyn Parrish, Mayor and Diana Rusnov, City Clerk.