

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

BY-LAW NUMBER 2025-95

BEING a By-Law to enter into an Agreement with the Village of Westport for Enforcement of the Ontario Building Code Act and Residential Tenancies Act.

WHEREAS Section 3 of the *Ontario Building Code Act* provides that the Council's of two or more municipalities may enter into an agreement for the joint enforcement of the *Act* within their respective municipalities;

AND WHEREAS Section 226.2 of the *Residential Tenancies Act* 2006. S.O. 2006, c. 17 states that a local municipality shall monitor compliance with the prescribed maintenance standards as they apply to residential complexes located in the local municipality;

AND WHEREAS Section 226.2 of the *Residential Tenancies Act* 2006. S.O. 2006, c. 17 states that a local municipality shall investigate an alleged offence and where circumstances warrant, commence or cause to be commenced proceedings with respect to an alleged offence;

AND WHEREAS the Council of The Corporation of the Township of Rideau Lakes and the Council of The Corporation of the Village of Westport have reviewed this Agreement and are in agreement with contents of same;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

1. That the Mayor and Clerk of The Corporation of the Township of Rideau Lakes are hereby authorized to execute the necessary documents to enter into an Agreement with The Corporation of the Village of Westport for Enforcement under the *Ontario Building Code Act* and the *Residential Tenancies Act*.
2. That Schedule 'A' as attached hereto, being the Agreement, may be amended as deemed necessary and upon mutual agreement of both parties by Resolution of Council.
3. That all previous By-Laws, Resolutions, Motions or Actions of Council that are in contravention of this By-Law are hereby repealed – By-Law 2005-48.

Read a first and second time, this 5th day of August, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time and finally passed this _____ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

SCHEDULE "A" of By-law 2025-95 (Township of Rideau Lakes)

SCHEDULE "A" of By-law 2025-22 (Village of Westport)

An Agreement Between the Village of Westport and the Township of Rideau Lakes for Enforcement of the Ontario Building Code Act and the Residential Tenancies Act

The Township of Rideau Lakes ("Rideau Lakes") agrees to provide the following services to the Village of Westport ("Westport"):

1. To review submissions/applications for a permit under the Ontario Building Code Act ("Building Code") for completeness and provide feedback to applicants on incomplete submissions/applications.
2. Provide Westport with a copy of the application, plot plan and construction drawings for review of applicable law.
3. Where an application is deemed complete, review the application for compliance with the Building Code, with the exception of applicable law (which is the responsibility of Westport).
4. Where an application is deemed to be compliant with the Building Code and applicable law, issue the building permit.
5. Where a permit is issued, complete the necessary administrative functions, such as booking inspections and ongoing communication with the applicant.
6. Where a permit is issued and an inspection requested, complete inspections with an appropriate duty of care.
7. Where a project is deemed complete based on inspections, conduct the final inspection, and issue an occupancy permit when deficiencies, if any, are corrected, and close the permit and forward the file contents electronically to Westport.
8. Where a permit expires or becomes stale (no progress or inspections called for within 6 months), Rideau Lakes will inspect the site and close the permit and provide notice to the applicant of same, should work have not commenced, or if work commenced without inspections, provide engage in enforcement actions at its sole discretion with the intent to achieve compliance.

9. Enforcement of Building Code Act infractions that are not associated with a permit application processed by Rideau Lakes. Examples of these types of infractions include, but are not limited to, building without a permit or complaints related to potentially unsafe structures, the issuing of Orders, and the enforcement of Orders including attendance at Court.
10. Enforcement of Residential Tenancies Act infractions including performing inspections, issuing of Orders, and the enforcement of Orders including attendance at Court.
11. In providing these services Rideau Lakes agrees to provide services to applicants in the Village of Westport with the same service levels provided to its own applicants and charge the same fees for service.
12. Rideau Lakes shall retain all fees paid in relation to applications, and should an applicant seek a reduction or waiving of a fee, this request shall be made to Westport Council and, if approved, paid by Westport to the applicant.
13. Notwithstanding #12, Rideau Lakes will issue a pro-rated rebate, upon a written request from the applicant and in a manner consistent with its established practices, for applications paid but not actioned.
14. Coordinate data submission on permits to MPAC. Notwithstanding the data submission, any follow-up on closed files is to be addressed by Westport.

The following services shall not be provided by the Township of Rideau Lakes as part of this agreement:

1. Review of incomplete or complete applications for applicable law. Westport must complete this review on request of the Township and provide confirmation in writing in a timely manner.
2. Enforcement of any by-laws or policies of Westport not contemplated herein, such as a Property Standards Bylaw and the Building Code Act Section(s) 15.2 up to and including 15.8.

The Village of Westport agrees to the following:

1. To pass all necessary by-laws to give force and effect to this agreement, including the appointment of Rideau lakes Chief Building Official and Building Inspectors for the purposes of enforcing the Ontario Building

Code Act and the Residential Tenancies Act.

2. To pay Rideau Lakes a fee of \$90 an hour, plus mileage at Rideau lakes current rate, for all Building Code Enforcement work beyond required inspections for permit issues. This shall include, but not be limited to, complaints of building without a permit, complaints related to potentially unsafe structures, the issuing of Orders, and the enforcement of Orders, including preparation for and attendance at Court.
3. To pay Rideau Lakes a fee of \$90 an hour, plus mileage at Rideau lakes current rate, for all administration and inspections completed for the purpose of enforcing the prescribed maintenance standards contained in Ontario Regulation 517/06 under the Residential Tenancies' Act, 2006.
4. To reimburse Rideau Lakes for all direct costs incurred to provide enforcement activities beyond required inspections for permits issues. This shall include, but not be limited to, third-party peer reviews and assessments, legal and paralegal fees, travel for attendance outside Westport, such as for court etc.
5. Absent negligence on the part of Rideau Lakes and its employees, all liability related to the enforcement of the Ontario Building Code and the Residential Tenancies Act in the Village of Westport shall remain with the Village of Westport. Claims related to damages arising from the Ontario Building Code Act/Residential Tenancies Act shall be the sole and full responsibility of Westport to review and address. The Township of Rideau Lakes and its employees and contract staff accept no liability for actions taken related to items covered by this Agreement. The Village of Westport shall save the Township of Rideau Lakes harmless from any liability or costs so incurred. This indemnity shall survive termination of this agreement for any reason.
6. At all times Rideau Lakes and its employee will seek to provide a case-by-case specific appropriate duty of care to seek to limit Westport potential liability. Where a file may generate future liability, Rideau Lakes will make commercially reasonable efforts to communicate this risk to Westport and consult Westport on an appropriate duty of care to provide.
7. Upon expiry or termination of this agreement, Westport becomes responsible to ensure that all functions of the joint enforcement agreement for all permits issued but not closed or completed are performed by the Village of Westport.

8. Both parties retain the right to terminate this agreement by providing the other municipality with 90 days' notice in writing. Upon termination, all files in the possession of Rideau lakes will be transferred to Westport within 15 working days.
9. Where services and/or new statutory requirements are not contemplated by the agreement the parties may agree to appropriate supplemental terms and interpretations in writing.
10. Any rates contemplated in this agreement shall be adjusted annually based on the 12-month trailing Ontario Consumer Price Index.

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

Per: _____

Mayor

Clerk

THE CORPORATION OF THE VILLAGE OF WESTPORT

Per: _____

Mayor

Clerk