

The Corporation of the Township of Oro-Medonte

By-law No. 2025 – XXX

A By-law to Regulate and Licence Short-Term Rental Accommodations and Bed and Breakfast Establishments

Whereas Section 8 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended hereinafter referred to as “*the Act*” provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising the authority under *the Act*;

And Whereas Section 8(3) of *the Act*, authorizes a municipality to provide for a system of licences;

And Whereas Subsection 8(4) of *the Act* authorizes a municipality to pass by-laws or take any other action that differentiates in any way and on any basis a municipality considers appropriate;

And Whereas Section 9 of *the Act*, provides that Section 8 and Section 11 shall be interpreted broadly so as to confer broad authority on municipalities to:

- (a) enable municipalities to govern their affairs as they consider appropriate; and
- (b) enhance their ability to respond to municipal issues;

And Whereas Section 11 (2), paragraph 6 of *the Act*, authorizes a municipality to pass a by-law respecting the health, safety and well-being of persons;

And Whereas Section 23.1 of *the Act* authorizes a municipality to delegate its powers and duties under *the Act* and to delegate legislative and quasi-judicial powers where the Council of the municipality is of the opinion that the power being delegated is of a minor nature;

And Whereas Part IV of *the Act*, provides that a municipality may provide for a system of licences, which includes the power to suspend a licence 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 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; and
- (f) licence, regulate or govern real and personal property used for the business

and the persons carrying it on or engaged in it;

And Whereas Section 391(1) of *the Act* 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 425 of *the Act* authorizes a municipality to pass by-laws providing that a person who contravenes a by-law of a municipality passed under *the Act* is guilty of an offence;

And Whereas Section 429 of *the Act* provides that a municipality may establish a system of fines for a by-law passed under *the Act*;

And Whereas Section 431 of *the Act* authorizes that where any by-law of a municipality under *the Act* is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by the by-law, 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 requiring the person convicted to correct the contravention in a manner and within a period of time that the court considers appropriate;

And Whereas Section 434.1 of *the Act* authorizes a municipality to require a person, subject to such conditions as the municipality considers appropriate to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under *the Act*, in order to assist the municipality in promoting compliance with its by-laws;

And Whereas Section 436 of *the Act* provides that a municipality has power to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine compliance with a by-law;

And Whereas Section 438 of *the Act* permits municipalities to undertake inspections pursuant to orders issued under that section;

And Whereas Section 440 of *the Act* provides that a municipality has the right in addition to any other remedy and to any penalty imposed by the by-law to make application to restrain the contravention;

And Whereas Sections 444 and 445 of *the Act* authorizes a municipality to make orders to discontinue, or to correct, the contravention of a by-law;

And Whereas Section 446 of *the Act* provides that a municipality may proceed to do a matter or thing at a person's expense which that person is otherwise required to do under a by-law, but has failed to do and the costs incurred by a municipality may be recovered by adding the costs to the tax roll and collecting them in the same manner as taxes;

And Whereas Section 447 of *the Act* provides that if a municipality has the authority to

direct or require a person to do a matter or thing, the municipality may also provide that in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense and costs recovered by adding them to the tax roll and collecting them in the same manner as property taxes;

And Whereas the Council of the Corporation of the Township of Oro-Medonte deems it necessary and expedient to regulate and license Short-term Rental Accommodations and Bed and Breakfast Establishments in the Township of Oro-Medonte;

Now Therefore the Council of the Corporation of the Township of Oro-Medonte enacts as follows:

1. Definitions

1.1 In this By-law:

“administrative monetary penalty” means a monetary penalty imposed and as set out in By-law 2024-128, as amended, for a contravention of this By-law;

“advertise” or **“advertised”** or **“advertisement”** includes promote, broker, market, facilitate or offer for **rent**, directly or indirectly, in any medium including a **platform**;

“agent” means a **person** authorized in writing to act on another **person's** behalf;

“applicant” means a **person** who files an application for a **licence** or renewal of a **licence** and includes a **licensee** as the context requires;

“bed and breakfast establishment” means a **dwelling-unit**, which is owner occupied and the **primary residence** of the owner, in which **bedrooms** are offered, used or maintained for the accommodation of the travelling or vacationing public, for a period less than twenty-eight (28) consecutive days, with or without meals.

“bedroom” means a room or area used, designed, equipped or intended for sleeping;

“building” means a building as defined by the **Building Code Act**, or a structure used or intended to be used for supporting or sheltering any use or occupancy;

“Building Code Act” means the *Building Code Act, 1992, S.O. 1992, c. 23*, as amended, and its regulations;

“Building Inspector” means an inspector appointed by the **Township** under section 3 of the **Building Code Act**;

“Chief Building Official” means a Chief Building Official appointed by the **Township** or constituted under section 3 or 4 of the **Building Code Act**;

“**Clerk**” means the Clerk for the **Township** or any **person** designated by the Clerk;

“**conviction**” means a conviction for an offence under the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended, or the affirmation of a Penalty Notice issued in accordance with the **Township’s** Administrative Monetary Penalty System By-law;

“**Council**” means Council for the **Township**;

“**date of service**” means the date service is deemed in effect in accordance with the provisions of this By-law;

“**dwelling – single detached**” means a **building** containing only one **dwelling unit**;

“**dwelling unit**” means one or more rooms in a **building**, designed as, or intended as, or capable of being used or occupied as a single independent housekeeping unit and containing living, sleeping, sanitary and food preparation facilities or facilities for the installation of kitchen equipment and has an independent entrance;

“**electronic hearing**” means a hearing held by conference telephone or some other form of electronic technology allowing **persons** to hear one another;

“**fails to appear**” means failure to appear or participate by conference telephone, or some other form of electronic technology allowing **persons** to hear one another, or in person, on the scheduled date as the case may be within ten (10) minutes of the start time of a hearing;

“**Fire Chief**” means the Fire Chief for the **Township** or a Fire Prevention Officer;

“**Fire Protection and Prevention Act**” means the *Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4*, as amended, and its regulations;

“**licence**” means a licence issued by the **Licence Issuer** pursuant to this By-law;

“**Licence Issuer**” means a **Township** employee who is responsible for issuing a **licence**;

“**licence number**” means a number assigned to a **licence** by the **Licence Issuer**;

“**licensee**” means a **person** issued a **licence** pursuant to this By-law and includes as the context requires:

- (a) the officers, directors, employees, contractors and **agents** of the **licensee**;
- (b) the trustee, executors, administrators or other legal representative of the **licensee**;
- (c) a **responsible person**;
- (d) an **owner**;

“**Licensing Appeal Tribunal**” means the **Township’s** Property Standards Committee or

any other Committee established by **Council** to hear appeals under this By-law;

“**maximum occupancy**” means the maximum number of **person(s)** permitted on the **property**;

“**Officer**” means a police officer, municipal law enforcement officer, **Fire Chief, Chief Building Official, Building Inspector** or any other **person** appointed by by-law to enforce the provisions of this By-law;

“**oral hearing**” means a hearing at which the parties or their representatives attend before the **Licensing Appeal Tribunal** in person;

“**owner**” means the registered owner of **property**;

“**person**” includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative and includes an **applicant**;

“**platform**” means to market or broker the booking, reservation, **rental** or listing of a **short-term rental accommodation** or **bed and breakfast establishment** on behalf of a host by means of a website or digital application;

“**primary residence**” means a **person’s** permanent lodging place to which, whenever absent he or she intends to return;

“**property**” means a parcel of land which is capable of being legally conveyed or any part thereof; inclusive of **buildings**;

“**rent**” or “**rental**” includes concession, permit, lease, licence, agreement or other similar arrangement;

“**renter**” means any **person** who **rents** a **short-term rental accommodation** or a **bed and breakfast establishment**;

“**Renter’s Code of Conduct**” means a document prepared by the **Licence Issuer** that includes:

- (a) the roles and responsibilities of a **renter** including behavior expectations as they relate to causing a disturbance;
- (b) a written warning related to the making of a disturbance;
- (c) information on **Township** by-laws and the provisions of the **Township** by-laws to be complied with.

“**responsible person**” means a **person** over the age of eighteen (18) years designated by an **owner** and includes an **owner**, as the context requires;

“**short-term rental accommodation**” means any whole or part of a **dwelling-unit** advertised, used or maintained for the accommodation of the travelling or vacationing public for a period less than twenty-eight (28) consecutive days and includes Village Commercial Resort Units as defined under **Township’s Zoning By-law**;

“**tax roll address**” means the mailing address and contact information for the **owner(s)** of **property** that appears in the **Township’s** municipal tax assessment records;

“**Township**” means the Corporation of the Township of Oro-Medonte or the land within the geographic limits of the Corporation of the Township of Oro-Medonte as the context requires;

“**Zoning By-law**” means any by-law administered by the **Township** passed pursuant to Section 34 of the *Planning Act, R.S.O. 1990, c. P. 13*, as amended.

2. Short Title

2.1 This by-law may be referred to as the “Short-Term Rental Accommodation and Bed and Breakfast Establishment Licensing By-law”.

3. Application

3.1 This By-law shall apply throughout the whole of the **Township**.

3.2 Any reference to legislation, regulations, by-laws or policies in this By-law shall be interpreted to include all amendments and any successor legislation, regulation, by-law or policy thereof.

3.3 This By-law does not apply to a group home or a hotel, motel, boarding lodging or rooming house, residential care home, time-share establishment as defined in the **Township’s Zoning By-law**.

4. General Prohibitions

4.1 No **person** shall own or operate, or permit the operation of a **short-term rental accommodation** without a current valid **licence**.

4.2 No **person** shall own or operate, or permit the operation of a **bed and breakfast establishment** without a current valid **licence**.

4.3 No **person** shall own or operate a **short-term rental accommodation** or a **bed and breakfast establishment** other than in accordance with the terms and conditions of a **licence**, and this By-law.

4.4 No **person** shall **advertise** or cause to be **advertised** a **short-term rental accommodation** without a current valid **licence**.

- 4.5 No **person** shall **advertise** or cause to be **advertised** a **bed and breakfast establishment** without a current valid **licence**.
- 4.6 No **person** shall alter or modify or permit the alteration or modification of a **licence**.
- 4.7 No **person** shall use or attempt to use a **licence** issued to another **person**.
- 4.8 No **person** shall own, operate or carry on any business in any other name other than in the name that appears on the **licence**.
- 4.9 No **person** shall make a false statement in an application, declaration, affidavit or documents required by this By-law or the **Township**.
- 4.10 No **person** who is issued a **licence** pursuant to this By-law shall contravene any provision set out in this by-law, any other **Township** by-law, County of Simcoe By-law, federal or provincial Act, Statute, or any other legislation applicable to the licensed **property**.
- 4.11 No **person** shall fail to comply, cause or permit failure to comply with a **Renter's Code of Conduct**.
- 4.12 No **person** shall remove an order posted on the **property** under this By-law, except an **Officer**.
- 4.13 No **person** shall fail to comply with an Order issued pursuant to this By-law or a court order made under Section 440 *Municipal Act, 2001, S.O. 2001, c.25*, as amended.

5. Application for a Licence

- 5.1 An **applicant** making an application for a **licence** shall submit to the satisfaction of the **Licence Issuer**:
 - (a) a complete application form as provided by the **Licence Issuer**;
 - (b) when applicable, the Business Name Registration and/or Articles of Incorporation obtained from the applicable provincial or federal Ministry;
 - (c) documentation demonstrating ownership of the **property**;
 - (d) all required documents, and obtain all required approvals and inspections as outlined in the applicable Schedule to this By-law from the appropriate authority having jurisdiction;
 - (e) any other documents as may be required by the **Licence Issuer**;

- (f) the fee as outlined on Schedule E to this By-law.
- 5.2 Acceptance of an application for a **licence** and a **licence** application fee does not constitute approval or oblige the **Township** to issue a **licence**.
- 6. Application for a Licence – Incomplete**
- 6.1 An application for a **licence** shall be deemed incomplete where:
- (a) an **applicant** fails to submit insurance and any other documents as required by this By-law;
 - (b) an **applicant** fails to provide any other documents as required by the **License Issuer** within the time specified by the **Licence Issuer**;
 - (c) an **Applicant** fails to pay any fees as required by this By-law.
- 7. Licences**
- 7.1 The **Licence Issuer** is hereby delegated authority to issue a **licence** in accordance with the provisions of this By-law and the applicable Schedule(s) to this By-law.
- 7.2 The **Licence Issuer** shall administer this By-law and establish all forms and notices, necessary to implement this By-law and may amend such forms and notices from time to time, as the **Licence Issuer** deems necessary, provided that the contents of such forms and notices are not in conflict, or inconsistent with this By-law.
- 7.3 The **Licence Issuer** is hereby delegated authority to impose additional terms and conditions on a **licence** that in the opinion of the **Licence Issuer** are reasonable and taking into consideration:
- (a) the health, safety and well-being of **persons**;
 - (b) the impact on a neighbouring **property** or a neighbouring **property owner**;
 - (c) the past conduct of an **applicant**.
- 7.4 The **Licence Issuer** is hereby delegated authority to revoke, suspend, refuse to issue a **licence**, where the **applicant** would not be entitled to a **licence**, on any grounds set out in this By-law.
- 7.5 A **licence** issued by the **Township** is non-refundable is not transferable.
- 7.6 A **licence** issued pursuant to this By-law is valid for the current year and shall expire

on the 1st day of December the following year unless otherwise suspended or revoked in accordance with the provisions of this By-law.

7.7 Every **licence** shall remain at all times the property of the **Township** and no **person** shall enjoy a vested right in any **licence** or the continuance of any **licence**.

7.8 A **licence** shall be issued by the **Licence Issuer**:

- (a) upon the requirements of this By-law being met;
- (b) upon submission of the documents to the **Licence Issuer's** satisfaction as required by this By-law and as outlined on the applicable Schedule(s) to this By-law;
- (c) upon obtaining the required approvals and inspections to the **Licence Issuer's** satisfaction as required by this By-law and as outlined on the applicable Schedule(s) to this By-law.

7.9 The **Licence Issuer** shall not issue a **licence** if the **applicant(s)** have any outstanding fines, penalties, legal costs, disbursements, property taxes and late payment charges owing to the **Township** for the **property** subject to the **licence** application.

7.10 A **Licence Issuer** shall not issue a **licence**:

- (a) for a **maximum occupancy** greater than eight (8) **persons** or two (2) **persons per bedroom** whichever is less;
- (b) for a **bed and breakfast establishment** that has more than three (3) **bedrooms** available for **rent**;
- (c) for a **bed and breakfast establishment** unless the **bed and breakfast establishment** is operated in a **dwelling – single detached**;
- (d) for a detached accessory unit as defined in the **Township's Zoning By-law**.

7.11 A **licence** shall only be issued by the **Licence Issuer** in the name(s) of the **owner(s)** of the **property**.

7.12 A **licence** issued under this By-law shall include following:

- (a) The municipal address;
- (b) **licence number**;
- (c) Date of issue and expiry date of the **licence**;

- (d) Number of **bedrooms** available for **rent** and **maximum occupancy**;
- (e) **licensee** name and contact information;
- (f) In the case of a **short-term rental accommodation**, the **responsible person's** name and contact information.

8. Licence – Terms and Conditions

- 8.1 A **licence** is subject to the terms and conditions of this By-law and the terms and conditions as set out in the applicable Schedule(s) to this By-law.
- 8.2 A **licensee** shall notify the **Licence Issuer** within seven (7) days of any changes regarding an approved application for a **licence**, and such changes shall be subject to submission of the necessary documentation to the **Licence Issuer**.
- 8.3 A **licensee** shall be responsible for the act(s) and omission(s) of its employees, representatives, and the **responsible person** in the carrying on of the business in the same manner and to the same extent as though the **licensee** did the act(s) or omission(s).
- 8.4 Any record required by this By-law shall be produced by the **licensee** upon request of an **Officer** or the **Licence Issuer**.
- 8.5 A **licensee** acknowledges that a **licence** is not transferable and where the **owner(s)** transfer ownership of the **property**, the **licence** shall be deemed expired as of the date of the transfer of the **property**.

9. Licences – Administrative Suspensions

- 9.1 Where the **licensee's** policy of liability insurance expires, is cancelled, or is otherwise terminated, then the applicable **licence** shall be automatically suspended effective on the date of such expiration, cancellation, or termination and shall remain so until such insurance has been reinstated.
- 9.2 An administrative suspension of a **licence** without a hearing shall be imposed for fourteen (14) days if the **Licence Issuer** is satisfied that the continuation of the business poses an immediate danger to health and safety of any **person** or to any **property** or in accordance with Section 10. Before any suspension is imposed, the **Licence Issuer** shall provide the **licensee** with the reasons for the suspension, either orally or in writing, and an opportunity to respond to them.
- 9.3 An administrative suspension imposed under Section 9.2 may be imposed on such conditions as the **Licence Issuer** considers appropriate.

10. Licences – Grounds – Additional Terms and Conditions, Refusal, Revocation or Suspension

10.1 An **applicant** is entitled to a **licence** upon meeting the requirements of this By-law except where:

- (a) the past or present conduct of any **person**, including any partner, the officers, directors, employees or **agents** of a corporation affords reasonable cause to believe that the **person** will not carry on or engage in the business in respect of which the application is made in accordance with the law or with honesty or integrity;
- (b) the **applicant** has past breaches or contraventions of any law or any provision of this By-law or any other municipal by-law or Provincial or Federal Statute associated with the carrying on of such business;
- (c) the **applicant** has failed to pay an **administrative monetary penalty** imposed by the **Township** or a fine or fines imposed by a Court for convictions for breach of this or any other **Township** by-law or provincial offence related to the **property**;
- (d) the **applicant** has failed to comply with any term, condition or direction of the **Licence Issuer** or **Officer** or has failed to permit any investigation by the **Licence Issuer** or **Officer**;
- (e) the **applicant** has failed to comply with this By-law, an Order issued in accordance with this By-law, an Order pursuant to Section 431 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, a **licence**, or the terms and conditions of a **licence**;
- (f) the issuing of a **licence** would be contrary to the public interest with respect to health and safety, consumer protection, or nuisance control;
- (g) the **applicant** has submitted an application or other documents to the **Township** containing false statements, incorrect, incomplete, or misleading information;
- (h) the **applicant** is carrying on or engaging in activities that are, or will be, if the **applicant** is licensed, in contravention of this By-law, or a decision of the court as a result of an application made under Section 440 or the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, or any other applicable law;
- (i) the **applicant** has outstanding legal costs, disbursements, property taxes and late payment charges owing to the **Township** for the subject **property**;
- (j) the **applicant** has accumulated seven (7) or more demerit points in a six (6)

month period;

(k) the **licence** was issued in error; or

(l) the **applicant** requests in writing that the **licence** be revoked.

10.2 The **Licence Issuer** may revoke, suspend or refuse to issue a **licence**, where the **applicant** would not be entitled to a **licence**, on any grounds set out in this By-law.

10.3 Where a **licence** has been revoked, suspended or refused, the fees paid by the **applicant**, in respect of the **licence**, shall not be refunded.

10.4 Where an application for a **licence** is withdrawn by an **applicant**, or is deemed incomplete by the **Licence Issuer** in accordance with the provisions of this By-law, the fees paid by the **applicant**, in respect of the **licence**, shall not be refunded.

10.5 Where a **licence** has been revoked or suspended, the **licensee** shall return the **licence** to the **Licence Issuer** within two (2) days of the **date of service** of the notice of the decision.

10.6 When a revoked or suspended **licence** has not been returned, an **Officer** may enter upon the **property**, for the purpose of receiving, taking or removing the said **licence**.

10.7 Where a **licence** has been revoked or suspended, no **person** shall operate or permit the operation of a **short-term rental accommodation** or a **bed and breakfast establishment**.

10.8 Where a **licence** has been refused or revoked in accordance with this By-law, no **person** shall be entitled to apply for a **licence** for the subject **property** for a period of one (1) year from the date of refusal or revocation of the **licence**.

11. Licence – Notice – Right to a Hearing – Additional Terms and Conditions – Refusal, Revocation or Suspension

11.1 With the exception of Section 9, before a **licence** is refused, revoked or suspended, or issued with terms or conditions, written notice shall be given by the **Licence Issuer** to the **applicant**.

11.2 Notice shall be served on the **applicant** in accordance with Section 17 of this By-law and shall:

(a) contain sufficient information to specify the nature of, or reason for, any recommendation;

(b) inform the **applicant** of their entitlement to a hearing before the **Licensing Appeal Tribunal**, if a request in writing for a hearing is submitted to the **Clerk**

within fifteen (15) days after the **date of service** of the notice; and

- (c) inform the **applicant** that if no written request for a hearing is received within the prescribed time, the decision of the **Licence Issuer** is confirmed.

12. Demerit Point System

12.1 The demerit point system established on Schedule C to this By-law shall be used in the consideration of the issuing, issuing with conditions, suspension, refusal to issue and revocation of a **licence**.

12.2 A **licensee** shall accumulate demerit points as outlined in Column 3 of Schedule C for a violation as outlined in Columns 1 and 2 of Schedule C as a result of a **conviction**.

12.3 Demerit points accumulated by a **licensee** shall remain in place against the **licensee** for a period of two (2) years from the date the demerit points were imposed.

13. Establishment of Licensing Appeal Tribunal

13.1 The **Licensing Appeal Tribunal** is delegated authority by **Council** to hear and render decisions regarding:

- (a) the refusal, revocation or suspension of a **licence**, and the imposing of terms and conditions on a **licence**;
- (b) an appeal of an Order.

13.2 The decision of the **Licensing Appeal Tribunal** shall be final and binding.

14. Request for Hearing

14.1 A **person** who has been issued an Order, or an **applicant** for a **licence** may request a hearing before the **Licensing Appeal Tribunal** provided a request for a hearing is:

- (a) made in writing;
- (b) submitted to the **Clerk** together with the applicable appeal fee as set out in Schedule E of this By-law within seven (7) days after the **date of service** of the Order or the Notice to Revoke, Suspend, Refusal to Issue or Issue a **licence** subject to terms and conditions has been served.

14.2 On receipt of a written request for a hearing, the **Clerk** shall:

- (a) schedule a hearing; and

- (b) give the **person** who has been issued an Order or an **applicant**, Notice of Appointment for a Hearing in accordance with this By-law at least twenty (20) days prior to the hearing date.

14.3 Prior to an **oral hearing**, the **Clerk** shall deliver in accordance with Section 17 of this By-law, a Notice of an Appointment for a Hearing, to the **person** that requested a hearing, that contains:

- (a) a reference to the statutory authority under which the hearing will be held and the purpose of the hearing;
- (b) the date, time and place of the hearing;
- (c) the date, time and method for submitting any relevant documents, photographs or videos;
- (d) information on how to obtain disclosure; and
- (e) a statement that if the **person fails to appear** that the **person** shall be deemed to have abandoned the request for a hearing and:
 - (i) the decision of the **Licence Issuer** is final; or
 - (ii) the Order issued by the **Officer** is confirmed.

14.4 Prior to an **electronic hearing**, the **Clerk** shall deliver in accordance with Section 17 of this By-law, a Notice of an Appointment for a Hearing to the **person** that requested a hearing, that contains:

- (a) a reference to the statutory authority under which the hearing will be held and the purpose of the hearing;
- (b) the date, time and details about the manner in which the hearing will be held;
- (c) the date, time and method for submitting any relevant documents, photographs and videos;
- (d) information on how to obtain disclosure;
- (e) a statement that the **person** may, by satisfying the **Licensing Appeal Tribunal** that holding the hearing as an **electronic hearing** is likely to cause the **person** significant prejudice, require the **Licensing Appeal Tribunal** to hold the hearing as an **oral hearing**, and the procedure to be followed for

that purpose;

- (f) a statement that if the **person fails to appear** that the **person** shall be deemed to have abandoned the request for a hearing and:
 - (i) the decision of the **Licence Issuer** is final; or
 - (ii) the Order issued by the **Officer** is confirmed.

15. Hearing Process

15.1 The provisions of the *Statutory Powers Procedure Act, R.S.O. 1990, c. S. 22*, as amended, shall apply to all hearings conducted under this By-law.

15.2 A hearing shall be conducted as an **electronic hearing** unless there is a requirement on a case-by-case basis, as determined by the **Licensing Appeal Tribunal**, to provide the hearing through other means.

15.3 A hearing shall be held in public, unless determined otherwise in accordance with the *Statutory Powers Procedure Act, R.S.O. 1990, c. S. 22*, as amended, and the **Licensing Appeal Tribunal**, shall hear the **applicant** and every other **person** who desires to be heard, and the **Licensing Appeal Tribunal** may give its decision orally or adjourn the hearing and reserve its decision, but in any case the decision shall be provided in writing.

15.4 No decision of the **Licensing Appeal Tribunal** is valid unless it is concurred with by a majority of the members of the **Licensing Appeal Tribunal** that heard the matter, and the decision of the **Licensing Appeal Tribunal**, shall be in writing and shall set out the reasons for the decision, and shall be signed by the members who concur with the decision. The decision of the **Licensing Appeal Tribunal** shall be made within ten (10) days of conclusion of the hearing.

15.5 Any authority or permission granted by the **Licensing Appeal Tribunal** may be for such time and subject to such terms and conditions as the **Licensing Appeal Tribunal** considers advisable and as are set out in the decision.

15.6 When a **person** or authorized representative **fails to appear** for a hearing, the **Licensing Appeal Tribunal** may without a hearing affirm that:

- (a) the **person** is deemed to have abandoned the request for a hearing;
- (b) the decision of the **Licensing Issuer** is final; or
- (c) the Order issued by the **Officer** is confirmed;

and the matters are not subject to any further review, including a review by any court.

15.7 The **Clerk** shall no later than ten (10) days from the date of the **Licensing Appeal Tribunal's** decision send a copy of the decision to:

- (a) the **applicant**;
- (b) each **person** who appeared in **person** or by Counsel or by **agent** at the hearing and who filed with the **Clerk** a written request for notice of the decision.

15.8 An **agent** is permitted to appear on behalf of an **applicant** or a **person** who has been issued an Order upon producing written authority.

15.9 A **Licensing Appeal Tribunal** conducting a hearing under this By-law does not have jurisdiction to consider any question relating to the validity of a statute, regulation or By-law including but not limited to the constitutional applicability or operability of any statute, regulation, or By-law.

16. Orders

16.1 If an **Officer** has reasonable grounds to believe that a contravention of this By-law has occurred, the **licence**, or the terms and conditions of a **licence** have not been complied with, the **Officer** may make an Order requiring the **person**, to:

- (a) discontinue the contravening activity,
- (b) do or take any action to correct the contravention.

16.2 An Order under Section 16.1 shall set out:

- (a) reasonable particulars of the contravention adequate to identify the contravention;
- (b) the location of the **property** on which the contravention occurred; and
- (c) either:
 - (i) in the case of an Order under Section 16.1 (a), the date by which there must be compliance with the Order; or
 - (ii) in the case of an Order under Section 16.1 (b), the action to be done and the date by which the action must be done.

16.3 An Order made under this By-law shall be served to:

- (a) the **person** the **Officer** believes contravened this By-law, a **licence**, or the terms and conditions of a **licence**; and

(b) such other **persons** affected by the Order as the **Officer** making the Order determines.

16.4 An Order under Section 16.1 (b) may require work to be done even though the facts which constitute the contravention of this By-law were present before this By-law came into effect.

16.5 An Order under this By-law that is not appealed within the time referred to in Section 16.1 (b) shall be final and not subject to further review.

16.6 In default of any work required by an Order under Section 16.1 (b) being done by the **person** directed or required to do it, the work may be done by the **Township** at the **person's** expense. For the purposes of this section, the **Township** and its employees, contractors, suppliers of goods and services, **agents** and representatives may enter upon **property** at any reasonable time.

17. Service

17.1 A document, notice, decision or Order issued in accordance with this By-law, shall be served using one or more of the following methods of service noted in Column A below and is deemed served on the date noted in Column B below:

| COLUMN A Method of Service | COLUMN B Deemed Date of Service |
|--|--|
| Personal | Date personally delivered to person to whom it is addressed |
| Posted in a conspicuous place on the property | Date posted on the property |
| Email | Date email is sent to the person's last known email address |
| Regular/Registered Mail | Seven (7) days after the date of mailing to the person's last known mailing address |

17.2 For the purposes of this By-law, a **person's** last known address and electronic mail address includes an address and electronic mail address provided by the **person** to the **Township** as may be required by a form, practice or policy under this By-law and includes a **tax roll address**.

17.3 Where service is affected by multiple methods, the **date of service** shall be on the earliest applicable date.

18. Enforcement and Penalty Provisions

18.1 The enforcement of this By-law shall be conducted by an **Officer**.

18.2 An **Officer** may enter on the **property** at any reasonable time for the purpose of carrying out an inspection to determine whether or not:

- (a) the By-law is complied with;
- (b) a **licence**, or the terms and conditions of a **licence** are complied with;
- (c) a direction or Order of the **Township** pursuant to the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, or made under this By-law is complied with; or
- (d) an Order pursuant to Section 431 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, is complied with.

18.3 For the purposes of an inspection under this By-law, an **Officer** may:

- (a) require the production for inspection of documents or things relevant to the inspection;
- (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- (c) require information from any **person** concerning a matter related to the inspection; and
- (d) 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.

18.4 All documents and records shall be kept in a good and business-like manner for review by an **Officer** at their request.

18.5 A sample taken under this By-law shall be divided into two parts, and one part shall be delivered to the **person** from whom the sample is taken, if the **person** so requests at the time the sample is taken and provides the necessary facilities.

18.6 If a sample is taken under this By-law and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the **person** from whom the sample was taken.

18.7 A receipt shall be provided for any document or thing removed under this By-law and the document or thing shall be promptly returned after the copies or extracts are made.

18.8 Every **person** who contravenes any provision of this By-law, including failing to comply with an Order issued pursuant to this By-law, or an Order issued pursuant

to Section 431 of the *Municipal Act, 2001, S.O. 2001*, as amended, 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*, as amended, and the *Municipal Act, 2001, S.O. 2001*, as amended.

- 18.9 Any **person** who is charged with an offence under this By-law or an Order issued pursuant to this By-law, or an Order issued pursuant to Section 431 of the *Municipal Act, 2001, S.O. 2001*, as amended, or every director or officer of a corporation, who knowingly concurs in the contravention by the laying of an information under Part III of the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended, is guilty of an offence and if found guilty of the offence is liable pursuant to the *Municipal Act, 2001, S.O. 2001*, as amended, to the following:
- (a) on a first offence, to a fine not more than \$50,000.00; and
 - (b) on a second offence and each subsequent offence, to a fine of not more than \$100,000.00
- 18.10 Every **person** who is issued a Part 1 offence notice or summons and is convicted of an offence under this By-law shall be subject to a fine, to a maximum as provided for in the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.
- 18.11 No **person** shall hinder or obstruct, or attempt to hinder or obstruct, any **Officer** exercising a power or performing a duty under this By-law.
- 18.12 Every **person** who is alleged to have contravened any of the provisions of this By-law, shall identify themselves to an **Officer** upon request, failure to do so shall be deemed to have hindered or obstructed an **Officer** in the execution of his or her duties.
- 18.13 Upon conviction any penalty imposed under this By-law may be collected under the authority of the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.
- 18.14 If a **person** convicted of an offence for contravening a provision of this by-law or an Order made under this by-law, the court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may order the **person**, to correct the contravention in such manner and within such period as the court considers appropriate including prohibiting the continuation or repetition of the contravention.
- 18.15 A court or hearing officer may, in the absence of evidence to the contrary, infer that a listing on a **platform** or a public **advertisement** to the effect, and by any means, is proof that the **property** is being **rented** or offered for **rent** as a **short-term rental accommodation** or a **bed and breakfast establishment**. For greater certainty, a witness need not possess special or expert knowledge for the court or hearing officer to make any such inference.

18.16 The rights of entry onto a **property** under this By-law, does not include entry into a **dwelling unit** unless consent of the **owner(s)** of the **property** has been obtained or a warrant has been issued.

19. Administrative Monetary Penalties

19.1 The Administrative Monetary Penalty System By-law 2024-128, as amended, applies to this By-law. Every **person** who contravenes a provision of this By-law designated in Schedule A-18 of By-law 2024-128, as amended, shall upon the issuing of a penalty notice be and is liable to pay to the **Township** an **administrative monetary penalty** in the amount set out in By-law 2024-128, as amended.

19.2 That Schedule A to By-law 2024-128, be amended by adding:

| By-law Title | By-law Number | Schedule |
|---|---------------|----------|
| Short-Term Rental Accommodation and Bed Breakfast | 2025—0XX | A-18 |

19.3 That Schedule D to this By-law be added as Schedule A-18 to By-law 2024-128.

20. Severability

20.1 If a court of competent jurisdiction declares any section or part of this By-law invalid, it is the intention of **Council** that the remainder of this By-law shall continue in force unless the court makes an order to the contrary.

21. Singular and Plural Use

21.1 In this By-law, unless the context otherwise requires words importing the singular shall include the plural, where applicable.

22. Schedules

22.1 The Schedules attached to this By-law form part of this By-law.

That this By-law shall take effect on the final passing thereof.

By-law read a first, second and third time, and passed this day of 2025.

The Corporation of the
Township of Oro-Medonte

Mayor, Randy Greenlaw

Clerk, Yvonne Aubichon

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**Schedule A to By-law 2025-XXX for
The Corporation of the Township of Oro-Medonte**

1. In addition to the licensing requirements set out in Section 5.1 of this By-law an **applicant** for a **short-term rental accommodation licence** shall submit to the satisfaction of the **Licence Issuer** the following:
 - (a) Sewage system use approval issued by the appropriate authority that aligns with the use of the **building** it serves and **maximum occupancy** requested as part of the application. Where the applicant is unable to produce such a record, the **Licence Issuer** may require the **applicant** to obtain the services of a qualified individual to provide a record of the existing sewage system.
 - (b) A site plan of the **property** that includes:
 - i) the location of all **buildings** on the **property** and setbacks of **buildings** from the **property** lines;
 - ii) the location and dimensions of the parking area:
 - a. illustrating each parking space with minimum dimensions of three (3) metres by six (6) metres;
 - b. a minimum of 1 parking space per **bedroom**, or the minimum number of parking spaces as required by the **Township's Zoning By-law** whichever is greater;
 - c. identifying the type of hard surface (gravel, pavement, concrete, interlock or other similar type of hard surface) used for the parking area;
 - iii) the location of the driveway access to the parking area;
 - iv) the location and dimensions of the outdoor amenity area(s);
 - v) the location of fencing, landscaping or other buffering, if required;
 - vi) waste container storage area;
 - vii) the civic address and legal description of the **property**;
 - viii) a photograph of the front of the **dwelling unit**;
 - ix) the location of the sewage system and any of its components;
 - (c) A floor plan of the **dwelling unit** with dimensions illustrating an emergency evacuation plan (fire escape route) inclusive of each **bedroom** that conforms to the standards of the Ontario Building Code, and illustrates the location of a smoke alarm/carbon monoxide alarm outside each **bedroom**, fire extinguishers in the kitchen and laundry room, exit/egress doors and windows;
 - (d) Proof of insurance by way of certificate of insurance showing a minimum limit of two million dollars (\$2,000,000) in commercial general liability for a **short-term rental accommodation** for the term of the **licence** with an endorsement that notice in writing at least thirty (30) days prior to cancellation, expiration, or variation thereof will be given to the **Township** by

the insurance underwriter.

- (e) Responsible Person Acknowledgement and Consent Form;
 - (f) Acknowledgement of **Renter's Code of Conduct**.
2. In addition to the licensing requirements set out in Section 5.1 of this By-law the issuing of a **short-term rental accommodation licence** is subject to the satisfaction of the **Licence Issuer** of the following:
- (a) Compliance with **Township** By-laws, provincial and federal legislation, as may be amended, including but not limited to:
 - i) **Township's:**
 - a. **Zoning By-law;**
 - b. Property Standards By-law;
 - ii) **Fire Protection and Prevention Act;**
 - iii) **Building Code Act.**
 - (b) Posting of an emergency evacuation plan (fire escape route) that is plaqued or framed, inclusive of each **bedroom**, and illustrates the location of a smoke alarm/carbon monoxide alarm outside each **bedroom**, fire extinguishers in the kitchen and laundry room, exit/egress doors and windows.
 - (c) an inspection being conducted by an **Officer** and the **Fire Chief**.
3. Where the **Township** is required to conduct an additional inspection(s) subsequent to the initial inspection, the **applicant** shall pay the **Township** a re-inspection fee as outlined on Schedule E of this By-law.

Terms and Conditions

4. A **licensee** of a **short-term rental accommodation** shall:
- (a) display the **licence** in a conspicuous place on the licensed **property** in close proximity to the entrance of the **property** and visible to the public at all times;
 - (b) display the **licence** in a prominent place on the interior of the **dwelling unit**;
 - (c) be responsible for the operation of the **property**, the conduct of the **renter** of the **property**.
 - (d) maintain the posting of the emergency evacuation plan (fire escape route) and ensure each smoke alarm/carbon monoxide alarm and fire extinguisher is in good working order and installed and maintained in accordance with the Fire Code;

- (e) comply with the **maximum occupancy** limit stated on the **licence**;
- (f) not rent a **bedroom** that was not included and approved through the issuing of a **licence**;
- (g) not because of race, colour, creed, gender or sexual orientation, discriminate against any **person** in the carrying on, conducting or operating of a **short-term rental accommodation**;
- (h) have a **responsible person** available twenty-four (24) hours a day, seven (7) days a week to:
 - i) respond within thirty (30) minutes of being contacted or notified by the **Township**, or an **agent** or representative of the **Township**, or an **Officer**; and
 - ii) attend the **property** within one (1) hour of being contacted or notified by the **Township**, or an **agent** or representative of the **Township**, or an **Officer**.
- (i) maintain the **property**, and operate in accordance with this By-law and:
 - i) any **Township** By-laws including the:
 - a. **Zoning By-law**;
 - b. Property Standards By-law;
 - c. Fireworks By-law;
 - d. Open Air Burning By-law;
 - e. Dog Licensing and Control By-law;
 - f. Noise By-law;
 - g. Municipal Numbering By-law;
 - ii) the County of Simcoe Solid Waste Management By-law 6256;
 - iii) the **Fire Protection and Prevention Act**;
 - iv) the **Building Code Act**;
 - v) all other federal and provincial legislation.
- (j) obtain and retain an executed copy of the **Renter's Code of Conduct** from each **renter**;
- (k) maintain a register that keeps record of the following:
 - i) the date of entry;
 - ii) name and home address of the **renter**;
 - iii) the length of stay of a **renter**;
 - iv) confirmation including the date of receipt of the **Renter's Code of Conduct** by the **renter**;

- (l) maintain the records required by subsection (j) and (k) for a minimum of two (2) years;
- (m) include the current **licence number** on all:
 - i) **advertisement** materials;
 - ii) website;
 - iii) **rental** agreements entered into with a **renter**.

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**Schedule B to By-law 2025-XX for
The Corporation of the Township of Oro-Medonte**

1. In addition to the licensing requirements set out in Section 5.1 of this By-law an **applicant** for a **bed and breakfast establishment licence** shall submit to the satisfaction of the **Licence Issuer** the following:
 - (a) Sewage system use approval issued by the appropriate authority that aligns with the use of the **building** it serves and **maximum occupancy** requested as part of the application. Where the applicant is unable to produce such a record, the **Licence Issuer** may require the **applicant** to obtain the services of a qualified individual to provide a record of the existing sewage system.
 - (b) A site plan of the **property** that includes:
 - i) the location of all **buildings** on the **property** and setbacks of **buildings** from the **property** lines;
 - ii) the location and dimensions of the parking area:
 - a. illustrating each parking space with minimum dimensions of three (3) metres by six (6) metres;
 - b. with a minimum number of parking spaces as required by the **Township's Zoning By-law** and an additional parking space for each **bedroom** that is subject to the application;
 - c. identifying the type of hard surface (gravel, pavement, concrete, interlock or other similar type of hard surface) used for the parking area;
 - iii) the location of the driveway access to the parking area;
 - iv) the location and dimensions of the outdoor amenity area(s);
 - v) the location of fencing, landscaping or other buffering, if required;
 - vi) waste container storage area;
 - vii) the civic address and legal description of the **property**;
 - viii) a photograph of the front of the **dwelling – single detached**;
 - ix) the location of the sewage system and any of its components;
 - (c) A floor plan of the **dwelling-single detached** with dimensions illustrating an emergency evacuation plan (fire escape route) inclusive of each **bedroom** that conforms to the standards of the Ontario Building Code, and illustrates the location of a smoke alarm/carbon monoxide alarm outside each **bedroom**, fire extinguishers in the kitchen and laundry room, exit/egress doors and windows;
 - (d) Documentation that the **owner** uses the **property** as its **primary residence**;
 - (e) Proof of insurance by way of certificate of insurance showing a minimum limit of two million dollars (\$2,000,000) in commercial general liability for a **bed**

and breakfast establishment for the term of the **licence** with an endorsement that notice in writing at least thirty (30) days prior to cancellation, expiration, or variation thereof will be given to the **Township** by the insurance underwriter.

2. In addition to the licensing requirements set out in Section 5.1 of this By-law the issuing of a **bed and breakfast establishment licence** is subject to the satisfaction of the **Licence Issuer** of the following:
 - (a) Compliance with **Township** By-laws, provincial and federal legislation, as may be amended, including but not limited to:
 - i) **Township's**:
 - a. **Zoning By-law**;
 - b. Property Standards By-law;
 - ii) **Fire Protection and Prevention Act**;
 - iii) **Building Code Act**.
 - (b) Posting of an emergency evacuation plan (fire escape route) that is plaqued or framed, inclusive of each **bedroom**, and illustrates the location of a smoke alarm/carbon monoxide alarm outside each **bedroom**, fire extinguishers in the kitchen and laundry room, exit/egress doors and windows.
 - (c) an inspection being conducted by an **Officer** and the **Fire Chief**.
3. Where the **Township** is required to conduct an additional inspection(s) subsequent to the initial inspection, the **applicant** shall pay the **Township** a re-inspection fee as outlined on Schedule E of this By-law.

Terms and Conditions

4. A **licensee** of a **bed and breakfast establishment** shall:
 - (a) display the **licence** in a conspicuous place on the licensed **property** in close proximity to the entrance of the **property** and visible to the public at all times;
 - (b) display the **licence** in a prominent place on the interior of the **dwelling – single detached**;
 - (c) be responsible for the operation of the **property**, the conduct of the **renter**;
 - (d) maintain the posting of the emergency evacuation plan (fire escape route) and ensure each smoke alarm/carbon monoxide alarm and fire extinguisher is in good working order and installed and maintained in accordance with the Fire Code;

- (e) be on site at the **property** during the stay of a **renter**;
- (f) comply with the **maximum occupancy** limit stated on the **licence**;
- (g) not **rent** a **bedroom** that was not included and approved through the issuing of a **licence**;
- (h) not because of race, colour, creed, gender or sexual orientation, discriminate against any **person** in the carrying on, conducting or operating of a **bed and breakfast establishment**;
- (i) maintain the **property**, and operate in accordance with this By-law and:
 - i) any **Township** By-laws including the:
 - a. **Zoning By-law**;
 - b. Property Standards By-law;
 - c. Fireworks By-law;
 - d. Open Air Burning By-law;
 - e. Dog Licensing and Control By-law;
 - f. Noise By-law;
 - g. Municipal Numbering By-law;
 - ii) the County of Simcoe Solid Waste Management By-law 6256,
 - iii) the **Fire Protection and Prevention Act**;
 - iv) the **Building Code Act**;
 - v) all other federal and provincial legislation.
- (j) maintain a register that keeps record of the following:
 - i) the date of entry;
 - ii) name and home address of the **renter**;
 - iii) the length of stay of a **renter**;
- (k) maintain the records required by subsection (j) for a minimum of two (2) years;
- (l) include the current **licence number** on all:
 - i) **advertisement** materials;
 - ii) website;
 - iii) **rental** agreements entered into with a **renter**.

**Schedule C to By-law 2025-XXX for
The Corporation of the Township of Oro-Medonte**

Demerit Point System

1. For the purposes of Section 12 of this By-law:
 - (a) Column 1 in the following table lists the provisions of this By-law that are hereby designated as being subject to the demerit point system;
 - (b) Column 2 in the following table sets out the nature of the violation;
 - (c) Column 3 in the following table sets out the demerit points imposed for a **conviction**.

| Column 1 Designated Provision | Column 2 Nature of Violation | Column 3 Demerit Points |
|--|--|--|
| Section 4.1 or 4.2 | Operate without a Licence | 6 |
| Section 4.3 | Terms and Conditions of Licence – Fail to Display Licence | 3 |
| Section 4.3 | Terms and Conditions of Licence – Fail to Maintain Posting of Fire Safety Instructions | 4 |
| Section 4.3 | Terms and Conditions of Licence – Exceed Maximum Occupancy | 5 |
| Section 4.3 | Terms and Conditions of Licence - -Responsible Person fail to respond within required time | 4 |
| Section 4.3 | Terms and Conditions of Licence – Responsible Person fail to attend within required time | 5 |
| Section 4.3 | Terms and Conditions of Licence – Fail to be on site of property | 5 |
| Section 4.3 | Terms and Conditions of Licence – Zoning By-law Violation | 6 |
| Section 4.3 | Terms and Conditions of Licence - Property Standards By-law Violation | 4 |
| Section 4.3 | Terms and Conditions of Licence – Fireworks By-law Violation | 4 |
| Section 4.3 | Terms and Conditions of Licence – Open Air Burning By-law Violation | 4 |
| Section 4.3 | Terms and Conditions of Licence – Dog Licensing and Control By-law Violation | 2 |
| Section 4.3 | Terms and Conditions of Licence – Noise By-law Violation | 5 |
| Section 4.3 | Terms and Conditions of Licence - Waste Collection By-law Violation | 2 |
| Section 4.3 | Terms and Conditions of Licence - Fire Protection and Prevention Act/Fire Code Violation | 6 |
| Section 4.3 | Terms and Conditions of Licence - Building Code Act Violation | 6 |
| Section 4.3 | Terms and Conditions of Licence – Other Township By-law Violation, Federal or Provincial legislation Violation | 3 |
| Section 4.3 | Terms and Conditions of Licence – Failure to obtain or retain | 3 |

| | records | |
|--|---|--|
| Column 1 Designated Provision | Column 2 Nature of Violation | Column 3 Demerit Points |
| Section 4.3 | Terms and Conditions of Licence – Failure to include Licence Number on advertisement, website or on rental agreements | 3 |
| Section 4.3 | Terms and Conditions of Licence - Discriminate against a Person | 4 |
| Section 4.3 | Terms and Conditions – Fail to Comply | 4 |
| Section 4.4 or 4.5 | Advertise without a Licence | 6 |
| Section 4.6 | Alter or Modify Licence | 3 |
| Section 4.7 | Use or Attempt Use Licence Issued to another Person | 4 |
| Section 4.8 | Own, Operate or Carry on Business in name other than name on Licence | 3 |
| Section 4.9 | Make false statement in documents required by By-law | 6 |
| Section 4.10 | Township By-law, County By-law or Federal or Provincial legislation violation applicable to the property | 3 |
| Section 4.11 | Fail to comply with Renter’s Code of Conduct | 5 |
| Section 4.12 | Remove an Order posted on the property | 3 |
| Section 4.13 | Fail to Comply with an Order | 5 |
| Section 18.11 | Hinder or Obstruct Officer | 5 |

**Schedule D to By-law 2025-XXX for
The Corporation of the Township of Oro-Medonte**

1. That the following be added as Schedule “A-18” to By-law 2024-128:

**Administrative Monetary Penalty System By-law
Schedule A-18**

1. Column 1 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column
2. For the purposes of Section 2 of this By-law, Column 2 in the following table lists the provisions in the Designated By-law identified in the Schedule.
3. Column 3 in the following table set out the Administrative Penalty amount that is payable for the contraventions of the designated provision listed in Column 1.
4. Columns 4 and 5 in the following table sets out the Administrative Penalty amount that is payable for the subsequent contraventions of designated provision listed in Column 1.

| Item | Column 1 Short Form Wording | Column 2 Designated Provision | Column 3 Administrative Penalty | Column 4 2nd Offence Administrative Penalty | Column 5 Subsequent Offence (3rd and beyond) |
|-------------|---|--|--|---|--|
| 1 | Operate Short-Term Rental Accommodation without a Licence | 4.1 | \$1250.00 | \$1750.00 | \$2250.00 |
| 2 | Operate a Bed and Breakfast Establishment without a Licence | 4.2 | \$1250.00 | \$1750.00 | \$2250.00 |
| 3 | Terms and Conditions – Fail to Display Licence | 4.3 | \$500.00 | \$750.00 | \$1000.00 |
| 4 | Terms and Conditions – Fail to Maintain Fire Posting | 4.3 | \$500.00 | \$750.00 | \$1000.00 |

| Item | Column 1 Short Form Wording | Column 2 Designated Provision | Column 3 Administrative Penalty | Column 4 2nd Offence Administrative Penalty | Column 5 Subsequent Offence (3rd and beyond) |
|-------------|--|--|--|---|--|
| 5 | Terms and Conditions – Exceed Maximum Occupancy | 4.3 | \$1000.00 | \$1250.00 | \$1750.00 |
| 6 | Terms and Conditions – Fail to respond within required time | 4.3 | \$750.00 | \$1000.00 | \$1500.00 |
| 7 | Terms and Conditions – Fail to attend within required time | 4.3 | \$750.00 | \$1000.00 | \$1500.00 |
| 8 | Terms and Conditions – Fail to be on site of property | 4.3 | \$750.00 | \$1000.00 | \$1500.00 |
| 9 | Terms and Conditions – Fail to obtain or retain records | 4.3 | \$500.00 | \$750.00 | \$1000.00 |
| 10 | Terms and Conditions – Fail to include Licence Number | 4.3 | \$500.00 | \$750.00 | \$1000.00 |
| 11 | Terms and Conditions – Discriminate against a person | 4.3 | \$750.00 | \$1000.00 | \$1250.00 |
| 12 | Advertise Short-Term Rental Accommodation without a Licence | 4.4 | \$1250.00 | \$1750.00 | \$2250.00 |
| 13 | Advertise Bed and Breakfast Establishment without a Licence | 4.5 | \$1250.00 | \$1750.00 | \$2250.00 |
| 14 | Alter or Modify Licence | 4.6 | \$500.00 | \$750.00 | \$1000.00 |

| Item | Column 1 Short Form Wording | Column 2 Designated Provision | Column 3 Administrative Penalty | Column 4 2nd Offence Administrative Penalty | Column 5 Subsequent Offence (3rd and beyond) |
|-------------|--|--|--|---|--|
| 15 | Use or attempt use of Licence issued to another person | 4.7 | \$500.00 | \$750.00 | \$1000.00 |
| 16 | Own, Operate or Carry on Business other than name on Licence | 4.8 | \$500.00 | \$750.00 | \$1000.00 |
| 17 | Make false statement in documents | 4.9 | \$750.00 | \$1000.00 | \$1250.00 |
| 18 | Terms and Conditions – Fail to comply | 4.3 | \$500.00 | \$750.00 | \$1000.00 |
| 19 | Fail to Comply with Renter's Code of Conduct | 4.11 | \$500.00 | \$750.00 | \$1000.00 |
| 20 | Fail to Comply with Order | 4.13 | \$750.00 | \$1000.00 | \$1250.00 |
| 21 | Hinder and Obstruct – Officer | 18.11 | \$500.00 | \$750.00 | \$1000.00 |

**Schedule E to By-law 2025-XXX for
The Corporation of the Township of Oro-Medonte**

1. The following fees shall be paid by an **applicant**:

| | |
|---|------------|
| Bed and Breakfast Licence | \$400.00 |
| Bed and Breakfast Licence Renewal | \$150.00 |
| Short-Term Rental Accommodation Licence | \$1,500.00 |
| Short-Term Rental Accommodation Licence Renewal | \$1,250.00 |
| Appeal | \$500.00 |
| Re-inspection | \$150.00 |
| Re-submission of Plans | \$150.00 |

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