

Margaret Quirk

From: Winanne Grant
Sent: February-13-18 8:38 PM
To: *Mayor & Council (incl. CAO & EA)
Cc: Andrew Biggart (abiggart@ritchieketcheson.com); Ryan Cronsberry; Harold Lenters; Michael Smith; John Espinosa; Ron Jenkins; Keith Wells
Subject: FW: Short Term Rental Accommodations

From: Andrew Biggart [abiggart@ritchieketcheson.com]
Sent: February 13, 2018 8:28 PM
To: Winanne Grant
Subject: Short Term Rental Accommodations

Ms. Grant:

You had asked two questions during our conversation of earlier this evening.

First, can an Interim Control By-law be utilized to restrict existing Short Term Rental Accommodations (STRA) . Second, would I recommend the passing of an Interim Control By-law or the enforcement of existing municipal by-laws while the Town is in the process of studying the potential regulation of STRAs.

An Interim Control By-law cannot be used to prohibit a use that is currently in existence. Put another way, an Interim Control By-law cannot be applied retroactively to make a currently legal operating use illegal. Such a By-law can be used to prohibit the creation of new STRAs after the date of the passing of the By-law. Therefore, if there is a STRA that is currently in operation it may continue to operate notwithstanding the passing of an Interim Control By-law.

As for the second question, it is my recommendation that the Town proceed with the enforcement of currently existing municipal by-laws rather than passing an Interim Control By-law if the Town is having problems with particular STRAs. There may be difficulties in enforcing an Interim Control By-law prohibiting the creation of a STRA. In order to enforce the Interim Control By-law that prohibits the creation of a STRA, the Town would have the onus of proving that the use was created after the Interim Control By-law was passed. This would be a matter of fact that would be subject to proof at a proceeding. Further, proving when a particular existing residential dwelling operates or ceases to operate as a STRA would also present evidentiary problems. For example, if a house is rented for one week, is then occupied by the owner and is then rented again for a one month period, has the use of a STRA been established for the house or does the 'use' cease to exist and does it then start again when the rental starts again?

If the Town were to strictly enforce its municipal by-laws to stop problems from occurring at existing STRAs, the Town will likely be able to address concerns raised by neighbours or other residents. For example, if parking is a problem at a particular STRA, the Town should be able to enforce the Town's current parking standards by issuing tickets or towing vehicles. If noise is an issue at a particular STRA, the Town can enforce its noise by-law. Of course, these are just two examples of potential issues that the Town could address through enforcement rather than through an Interim Control By-law.

I should add that my opinion that STRAs are best addressed through the use of the enforcement of municipal by-laws rather than through an Interim Control By-law is with respect to a 'short-term' solution to the issue of

STRAs. It continues to be my opinion that STRAs are best regulated through a Zoning By-law passed pursuant to section 34 of the Planning Act in order to establish a 'long-term' solution to the regulation of STRAs.

I would be pleased to answer any further questions that you may have or to explain anything that may be unclear in this e-mail.

R. Andrew Biggart

Ritchie Ketcheson

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