



Burnaby Business Licence Bylaw 2017 Bylaw No. 13809

Purpose: Bylaw respecting business licencing and regulation

The following document is a consolidated version of the above-named parent Bylaw in which every current enforceable amendment made to that Bylaw has been **CONSOLIDATED FOR CONVENIENCE** only. This consolidation is not a legal document. Signed or Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaws on this subject.

To view an amendment bylaw made to **Bylaw No. 13809**, click on the following link:

<https://heritageburnaby.ca/>

Burnaby Business Licence Bylaw 2017			
No.	Amendment Bylaw No.	Final Adoption (or Repeal) Date	Subject
10	14489	2022 Oct 03	Consolidated Fees and Charges Amendment
9	14411	2021 Dec 13	Repeal Bylaw 14220 ; Removed Schedule "F"
8	14350	2021 Jun 28	Renewal and Conditional Business Licence Redefinition
7	14310	2021 Apr 12	Late Payment Fee Deadline
6	14272	2022 Jun 20	Added Schedule "G" Short Term Rental
5	14220	2021 Jan 25	Added Schedule "F": Smoking Regulations
4	14192	2020 Jul 27	Rental House Ownership Clarification
3	14095	2019 Dec 16	Application Fee for House Rental Licence
2	14053	2019 Oct 07	Rental House Redefinition
1	13893	2018 Jun 25	Added Schedule "E": Pet Stores
Original	13809	2017 Dec 04	

UNOFFICIAL CONSOLIDATION

CITY OF BURNABY

BYLAW NO. 13809

A BYLAW respecting business licencing and regulation

(Consolidated for convenience with Bylaw No. 13893, 14053, 14095, 14192, 14272, 14310, 14350, 14411 and 14489)

The Council of the City of Burnaby ENACTS as follows:

PART 1: CITATION

1.1 This Bylaw may be cited as **BURNABY BUSINESS LICENCE BYLAW 2017**.

PART 2: INTERPRETATION

2.1 In this Bylaw,

- “business”** means
- (i) carrying on a commercial or industrial activity or undertaking of any kind, and
 - (ii) providing professional, personal or other services for the purpose of gain or profit,
- but does not include an activity carried on by the provincial government, by corporations owned by the provincial government, by agencies of the provincial government or by the South Coast British Columbia Transportation Authority or any of its subsidiaries
- “business licence”** means an **initial business licence, conditional business licence, renewal licence or special event business licence**, as applicable;
- “business premises”** means a building, portion of a building or an area of land in or from which a **person** operates or carries on a **business**

“ Bylaw ”	means this Bylaw, including all schedules attached hereto
“ Chief Licence Inspector ”	means the individual employed by the City as the Chief Licence Inspector for the City , or any individual or individuals acting on his or her behalf
“ City ”	means the City of Burnaby
“ City Clerk ”	means the corporate officer for the City appointed pursuant to section 148 of the <i>Community Charter</i>
“ conditional business licence ”	means a licence issued to a business in accordance with section 5.3 of this Bylaw
“ Council ”	means the Council of the City
“ initial business licence ”	means a licence issued to a business in accordance with section 5.2 of this Bylaw
“ Inspector ”	means: <ul style="list-style-type: none">(a) the Director Public Safety and Community Services;(b) the Chief Licence Inspector;(c) Licence Inspectors;(d) Property Use Coordinators;(e) Bylaw Enforcement Officers;(f) Officers and members of the police; and(g) other City employees or contractors authorized by the Chief Licence Inspector to enforce this Bylaw
“ inter-municipal business licence ”	means a licence that authorizes an inter- municipal business to be carried on within the jurisdictional boundaries of any or all of the participating municipalities pursuant to the BURNABY INTER-MUNICIPAL BUSINESS LICENCE BYLAW 2015
“ person ”	includes a corporation, partnership or party, and the legal or personal or other legal representative of a person to whom the context may apply under this Bylaw
“ photo identification ”	means a valid original of one or more of the following that contains a photograph of the bearer: <ul style="list-style-type: none">(a) driver’s licence issued by a Canadian province or territory;

- (b) British Columbia provincial identity card;
- (c) passport issued by a legitimate government;
- (d) certificate of Canadian citizenship issued by Canada;
- (e) certificate of Indian status issued by Canada; or
- (f) permanent residency card issued by Canada

“police” means the Burnaby Detachment of the Royal Canadian Mounted Police

“renewal licence” means a licence issued to a **business** under this **Bylaw** after the expiry of the **initial business licence** or previous **renewal licence** for the **business**
(BYLAW 14350)

“special event business licence” means licence issued to a **business** in accordance with section 5.4 of this **Bylaw**

“Zoning Bylaw” means Burnaby Zoning Bylaw, 1965

2.2 Words and phrases used in this **Bylaw** that are not included in the definitions in section 2.1 of this **Bylaw** have the meanings commonly assigned to them in the context in which they are used in this **Bylaw**, taking into account the specialized use of terms with the various trades and professions to which the terminology applies.

2.3 All references to the statutes, regulations, bylaws, orders, policies or guidelines of a federal, provincial, municipal or other governmental authority is a reference to such statute, regulation, bylaw, order, policy or guideline as amended or replaced from time to time.

2.4 The schedules to this **Bylaw** are attached to and form an integral part of this **Bylaw**.

PART 3: CHIEF LICENCE INSPECTOR AND INSPECTORS

3.1 The **Chief Licence Inspector** shall administer this Bylaw and keep and maintain records connected with the administration of this **Bylaw**.

3.2 The **Chief Licence Inspector** may impose terms and conditions with respect to a **business licence** granted under this **Bylaw**, including without limitation, requiring the **business licence** holder to obtain and maintain insurance in an amount and on conditions as required by the **Chief Licence Inspector**.

3.3 An **Inspector** may enter on and inspect any **business premises**, in accordance with the

Community Charter, at any time in order to ascertain whether the requirements of this **Bylaw** are being met.

- 3.4 A **person** must not prevent or hinder an **Inspector**'s entry on or inspection of any **business premises** pursuant to section 3.3 of this **Bylaw**.
- 3.5 Upon request by an **Inspector**, an individual must provide to the **Inspector photo identification** to verify the identity of the individual.
- 3.6 An **Inspector** may order:
- (a) a **person** who contravenes any provision of this **Bylaw** to comply with the provision within the time period ordered;
 - (b) the correction of any unsafe condition in respect to a **business** or **business premises**; and
 - (c) the cessation of any activity that contravenes the terms or conditions of the **business licence** for the **business** or this **Bylaw**,

and every **person** served with an order under this section must comply with such order.

- 3.7 The **Chief Licence Inspector** may categorize **businesses** according to the type of profession, business, trade, occupation, calling, undertaking or thing, and may further categorize each type of **business** according to the factors relevant to the **business**, including without limitation one or more of the following:
- (a) the floor area used for carrying on the **business**;
 - (b) the ground area used for carrying on the **business**;
 - (c) the number of people regularly engaged in carrying on the **business**;
 - (d) the number of rental units maintained in carrying on the **business**;
 - (e) the location of the **business premises**.

PART 4: BUSINESS LICENCE APPLICATION

- 4.1 Every application for a **business licence** shall:

- (a) be made on an application form approved by the **Chief Licence Inspector**;
- (b) be signed or submitted by an owner or operator of the **business** or an agent authorized in writing by an owner or operator; (BYLAW 14350)
- (c) contain a true and accurate description of the following:
 - (i) the nature of the **business**;
 - (ii) the **business premises**, including civic address or specific location if there is no civic address; and
 - (iii) any other information the **Chief Licence Inspector** may require with respect to the **business** activities, operation, location, **business premises**, owners, key personnel or related matters; and
- (d) include such documentation as may be required by the **Chief Licence Inspector** in support of the **business licence** application,

and the **business licence** application shall not be considered complete until the **Chief Licence Inspector** has received the above to the **Chief Licence Inspector**'s satisfaction.

4.2 Every application for a **business licence** shall be accompanied by:

- (a) a non-refundable application fee, except for an application for a **rental house** pursuant to Schedule "B" of this **Bylaw**; and (BYLAW 14095)
- (b) the **initial business licence** fee for the category of **business**,

both as set-out in the Burnaby Consolidated Fees and Charges Bylaw. (BYLAW 14489)

4.3 Any errors, omissions, inaccuracies or misrepresentations in the information or documentation provided by the applicant in respect to a **business licence** application shall be the sole responsibility of the applicant, notwithstanding any review or acceptance by the **Chief Licence Inspector**.

PART 5: BUSINESS LICENCE ISSUANCE AND REFUSAL

5.1 At any time after receipt of a completed **business licence** application, the **Chief Licence Inspector** may:

- (a) issue an **initial business licence** to the applicant in accordance with subsection

5.2(a) of this **Bylaw**;

- (b) issue a **conditional business licence** to the applicant in accordance with subsection 5.3(a) of this **Bylaw**;
- (c) issue a **special event business licence** to the applicant in accordance with subsection 5.4(a) of this **Bylaw**; or
- (d) refuse the application for a **business licence** in accordance with section 5.5 of this **Bylaw**.

5.2 The following apply in respect to an **initial business licence**:

- (a) The **Chief Licence Inspector** may issue an **initial business licence** to an applicant if the **Chief Licence Inspector** determines that:
 - (i) the **business** is a permitted use under the **Zoning Bylaw** in respect to the **business premises**;
 - (ii) no further information or documentation is required in respect to the **business licence** application; and
 - (iii) no inspection or further inspection is required in respect to the **business premises**.
- (b) An **initial business licence** may be issued with or without terms and conditions.

5.3 The following apply in respect to a **conditional business licence**:

- (a) The **Chief Licence Inspector** may issue a **conditional business licence** to an applicant if the **Chief Licence Inspector** determines that:
 - (i) the **business** is a permitted use under the **Zoning Bylaw** in respect to the **business premises**; and
 - (ii) further information, documentation or inspection is required but the applicant has demonstrated that the **business** can be operated safely during the validity of the **conditional business licence** notwithstanding such further requirement or requirements.
- (b) A **conditional business licence** shall specify:

- (i) the date of expiry of the **conditional business licence**; and
 - (ii) the terms and conditions that apply during the validity of the **conditional business licence**.
- (c) The holder of a **conditional business licence** shall comply with the terms and conditions set-out in the **conditional business licence** and cease operations at the expiry or cancellation of the **conditional business licence**.
- (d) At any time during the validity of a **conditional business licence**, the **Chief Licence Inspector** may:
- (i) extend the expiry of the **conditional business licence** if the conditions in subsection 5.3(a) are satisfied;
 - (ii) cancel the **conditional business licence** if the **Chief Licence Inspector** determines, after further information, documentation or inspection, that the **business** or **business premises**:
 - (A) should be refused a **business licence** in accordance with section 5.5 of this **Bylaw**; or
 - (B) cannot be operated safely pending the receipt of further information, documentation or inspection;
 - (iii) convert the **conditional business licence** to an **initial business licence** or a **renewal business licence**, as applicable, prior to the expiry of the **conditional business licence** if the **Chief Licence Inspector** determines that no further information, documentation or inspection is required in respect to the **business** or **business premises**; or
(BYLAW 14350)
 - (iv) REPEALED. (BYLAW 14350)
- 5.4 The following apply in respect to a **special event business licence**:
- (a) The **Chief Licence Inspector** may issue a **special event business licence** to an applicant if the **Chief Licence Inspector** determines that:
 - (i) the **business** is a permitted use under the **Zoning Bylaw** in respect to the **business premises**;

- (ii) the **business** is a temporary or short-term operation;
 - (iii) no further information or documentation is required in respect to the **business licence** application; and
 - (iv) no inspection or further inspection is required in respect to the **business premises**.
- (b) A **special event business licence** shall specify:
- (i) the date of expiry of the **special event business licence**, which date shall be no later than 30 days after the date of issuance of the **special event business licence**; and
 - (ii) any terms and conditions that apply during the validity of the **special event business licence**.
- (c) The holder of a **special event business licence** shall comply with the terms and conditions set-out in the **special event business licence** and cease operations at the expiry of the **special event business licence**.
- (d) The **Chief Licence Inspector** may extend the expiry of a **special event business licence** to a date that is up to 15 days from the date of expiry of a **special event business licence**, upon application by the **business licence** holder.

5.5 The **Chief Licence Inspector** may refuse an application for a **business licence** in any specific case, including without limitation, where the applicant:

- (a) has failed to comply with the requirements of Part 4 of this **Bylaw** or there are errors, omissions, inaccuracies or misrepresentations in the information or documentation provided by the applicant pursuant to this **Bylaw**;
- (b) intends to operate a **business** or occupy or use a **business premises** that does not comply with a **City** bylaw or enactment of the Province or Canada or other governmental authority;
- (c) has been convicted of an offence under a **City** bylaw or an enactment of the Province or Canada or other governmental authority in respect to the **business** or type of **business** for which the applicant has applied for a **business licence**;
- (d) has failed to make a payment, penalty or fine under a **City** bylaw or Court proceeding in respect to the **business, business premises** or type of **business** for

which the applicant has applied for a **business licence**; or

- (e) has engaged in such gross misconduct in respect of the **business, business premises**, or type of **business** for which the applicant has applied for a **business licence** so as to warrant the refusal of the issuance of a **business licence**.

PART 6: LICENCE PERIOD AND RENEWAL

6.1 Except as otherwise provided in this **Bylaw**:

- (a) the validity period for an **initial business licence** is as follows:

Application for business licence received on or before 15 th day of month	Valid until the next calendar year on the last day of the month preceding the application date
Application for business licence received on or after 16 th day of month	Valid until the next calendar year on the last day of the month in which the application was received
House rental licence (per Schedule B of this Bylaw)	Valid to December 31 of year in which the application was received

(BYLAW 14350)

- (b) a **conditional business licence** is valid for the period established by the **Chief Licence Inspector** at the time of issuance and such further period extended by the **Chief Licence Inspector** pursuant to subsection 5.3(d)(i) of this **Bylaw**;
- (c) a **special event business licence** is valid for the period specified by the **Chief Licence Inspector** at the time of issuance and such further period extended by the **Chief Licence Inspector** pursuant to subsection 5.4(d) of this **Bylaw**; and

- (d) a **renewal licence** is valid for a period of twelve (12) consecutive months.
(BYLAW 14350)
- 6.2 Every holder of an **initial business licence** and **renewal licence** shall obtain a **renewal licence** for the **business** prior to the expiry of such **business licence** by paying the **renewal licence** fee for the category of **business**, as set-out in the Burnaby Consolidated Fees and Charges. (BYLAW 14350, 14489)
- 6.3 Except for **renewal licence** fees payable between December 31, 2021 and May 31, 2023, a late payment fee as set-out in the Burnaby Consolidated Fees and Charges Bylaw is payable for any **renewal licence** fee that is not paid by the expiry date of the **business licence**. (BYLAW 14350, 14489)
- 6.4 If the holder of an **initial business licence** or **renewal licence** does not pay the **renewal licence** fee and late payment fee, if applicable, for the **business** within 30 days of the **renewal licence** fee due date, the **business licence** is cancelled effective the end of the 30 day period and thereafter, the holder shall not continue to operate the **business** without first applying for a **business licence** in accordance with Part 4 of this **Bylaw**, including payment of the application fee and **initial business licence** fee. (BYLAW 14350)
- 6.5 The **Chief Licence Inspector** may withhold issuance of a **renewal licence** for a **business** until after payment of all outstanding payments, penalties and fines under a **City** bylaw or Court proceeding in respect to the **business** or **business premises**.
- 6.6 Notwithstanding, Section 6.4 of this **Bylaw**, for a 2021 **renewal licence**, if the holder of an **initial business licence** or **renewal licence** does not pay the **renewal licence** fee and late payment fee for the **business** by May 31, 2021, the **business licence** is cancelled effective June 1, 2021 and thereafter, the holder shall not continue to operate the **business** without first applying for a **business licence** in accordance with Part 4 of this **Bylaw**, including payment of the application fee and **initial business licence** fee.
(BYLAW 14310)
- 6.6A For **business licences** with an expiry date of December 31, 2021, the **Chief Licence Inspector** shall have the authority to establish **renewal licence** validity periods of six (6) months to seventeen (17) months from the expiry date, and thereafter, the **renewal licences** for such **businesses** shall be valid for periods of twelve (12) consecutive months.
(BYLAW 14350)

PART 7: SUSPENSION AND CANCELLATION

- 7.1 The **Chief Licence Inspector** may suspend or cancel a **business licence** for reasonable

cause, including where a holder of the **business licence**:

- (a) has failed to comply with a term or condition of this **Bylaw** or the **business licence** or there are errors, omissions, inaccuracies or misrepresentations in the information or documentation provided by the **business licence** holder pursuant to this **Bylaw**;
- (b) has ceased to meet the lawful requirements to carry on the **business** or with respect to the **business premises** named in the **business licence**;
- (c) carries on **business** or occupies **business premises** that do not, or cease to, comply with a **City** bylaw or enactment of the Province or Canada or other governmental authority;
- (d) is convicted of an offence under a **City** bylaw or an enactment of the Province or Canada or other governmental authority in respect of the **business** or the **business premises** named in the **business licence**;
- (e) without limiting paragraph (a), has failed to pay a fee required pursuant to this **Bylaw**;
- (f) without limiting paragraph (a), has failed to make a payment, penalty or fine under a **City** bylaw or Court proceeding in respect to the **business** or the **business premises** named in the **business licence**; or
- (g) has engaged in such gross misconduct in respect of the **business** or the **business premises** named in the **business licence** so as to warrant the suspension or cancellation of the **business licence**.

PART 8: RECONSIDERATION BY COUNCIL

- 8.1 If the **Chief Licence Inspector** refuses a **business licence** application or suspends or cancels a **business licence**, the applicant or holder of the **business licence** may request that **Council** reconsider the decision by submitting a request for reconsideration to the **City Clerk** within 30 days of the decision of the **Chief Licence Inspector**.
- 8.2 The **City Clerk** shall refer to **Council** a request made pursuant to section 8.1 and notify the applicant or holder of the **business licence** the time and place at which **Council** will reconsider the decision of the **Chief Licence Inspector**.

PART 9: FEES AND REFUNDS

- 9.1 The fees for:

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- (a) a **business licence** application;
- (b) an **initial business licence**;
- (c) a **special event business licence**;
- (d) a **renewal licence**;
- (e) a shared location of a **business premises**;
- (f) late payment of a **renewal licence**;
- (g) transfer of a **business licence**,

are as set-out in the Burnaby Consolidated Fees and Charges Bylaw. (BYLAW 14489)

- 9.3 Where the Burnaby Consolidated Fees and Charges Bylaw sets out a shared location fee for a category of **business**, the fee for a subsequent **business** in the same or similar **business** category sharing a **business premises** is the shared location fee as set-out in the Burnaby Consolidated Fees and Charges Bylaw. (BYLAW 14489)
- 9.4 A charitable or non-profit organization carrying on a **business** shall apply for and hold a **business licence** in accordance with this **Bylaw** and pay the **initial business licence** and **renewal licence** fees as set-out in the Burnaby Consolidated Fees and Charges Bylaw. (BYLAW 14489)
- 9.5 All fees paid pursuant to this **Bylaw** are non-refundable, except:
- (a) where the **Chief Licence Inspector** refuses a **business licence** application pursuant to subsection 5.1(d) of this **Bylaw**, the applicant will receive a full refund of the **initial business licence** fee; and
 - (b) where the **Chief Licence Inspector** cancels a **conditional business licence** pursuant to subsection 5.3(d)(ii) of this **Bylaw** within the first twelve (12) months of issuance of the **conditional business licence**, the applicant will receive a partial refund of the **initial business licence** fee, prorated from the date of cancellation to the expiry date of the **conditional business licence**.
(BYLAW 14350)

PART 10: LICENCE CHANGES AND TRANSFERS

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- 10.1 A **business licence** holder who intends to change the category of the **business** or location of the **business premises** shall apply for a new **business licence** in accordance with Part 4 of this **Bylaw**.
- 10.2 A **business licence** holder shall not assign, sell, transfer or in any way dispose of all or a portion of the holder's interest in a **business licence**, except in accordance with the following:
- (a) submitting a written application on the form approved by the **Chief Licence Inspector**;
 - (b) completing any requests for information or documentation made by the **Chief Licence Inspector**; and
 - (c) paying a **business licence** transfer fee, as set out in the Burnaby Consolidated Fees and Charges Bylaw. (BYLAW 14489)
- 10.3 A **business licence** holder shall promptly provide written notice to the **Chief Licence Inspector** advising of any of the following:
- (a) change in the mailing address of the **business**;
 - (b) change in contact person for the **business**;
 - (c) change in the name of the **business**, except that section 10.2 of this **Bylaw** applies in respect to a name change resulting from an assignment, sale, transfer or disposition of a **business**;
 - (d) termination of **business** operations; and
 - (e) any material changes to the **business** or **business premises**.

PART 11: GENERAL REGULATIONS

- 11.1 No **person**, including a charitable or non-profit organization, may carry on a **business** within the **City** without a valid:
- (a) **business licence**; or
 - (b) **inter-municipal business licence**.
- 11.2 Section 11.1 of this **Bylaw** applies for every **business** carried on in the **City** or with

- respect to which any work or service is performed in the **City**, whether or not the **business** is carried on in or from premises in the **City**.
- 11.3 If a **business** is carried on by two or more individuals in a partnership, joint venture or cooperative, only one **business licence** is required for the **business**.
- 11.4 Every **person** carrying on more than one **business** must obtain and pay for a separate **business licence** for each and every **business**.
- 11.5 Every **person** carrying on a **business** at more than one **business premises** must pay for a separate **business licence** for each and every **business premises**.
- 11.6 Every **person** issued a **business licence** to carry on a **business** must keep the **business licence** posted in a conspicuous place on the **business premises** named in the **business licence**.
- 11.7 Every **person** issued a **business licence** shall only carry on the **business**:
- (a) described in the **business licence**;
 - (b) at the **business premises** described in the **business licence**; and
 - (c) in accordance with any terms and conditions imposed in respect to the **business licence**.
- 11.8 Every holder of a **business licence** shall comply at all times with every **City** bylaw or enactment of the Province or Canada or other governmental authority in respect to the **business** and the **business premises** named in the **business licence**.

PART 12: SPECIFIC REGULATIONS

- 12.1 In addition to the general regulations set-out in Part 11 of this **Bylaw**, a holder of a **business licence** shall comply with all relevant regulations in the Schedules attached to and forming part of this **Bylaw** and any other **City** bylaw that regulates the **business** or **business premises**.
- 12.2 If there is a conflict between the Schedules and the remainder of this Bylaw, the Schedules shall prevail to the extent necessary to resolve the conflict.

PART 13: OFFENCES AND PENALTIES

- 13.1 Every **person** who violates any of the provisions of this **Bylaw**, including a specific

regulation set out in the Schedules, or who suffers or permits any act or thing to be done in contravention of any of the provisions of this **Bylaw**, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this **Bylaw**, or who does any act, or who violates any of the provisions of this **Bylaw**, is guilty of an offence and is liable, on summary conviction, to a fine of not less than five thousand dollars (\$5,000.00) and not more than ten thousand dollars (\$10,000.00).

- 13.2 If an offence continues for more than one day, a separate offence occurs on each day or part of a day, and separate fines may be issued for each day or part of a day in respect of which the offence occurs or continues.
- 13.3 Any **person** who contravenes any provision of this **Bylaw** is liable to the **City** for and must indemnify the **City** from all costs, expenses, damages and injuries resulting from the contravention. This does not in any way limit any other provision or any other remedy the **City** may have under this **Bylaw** or otherwise at law.
- 13.4 A violation of any of the provisions identified in this **Bylaw** shall result in liability for penalties and late payment amounts established in Schedule A of BURNABY BYLAW NOTICE ENFORCEMENT BYLAW, 2009, and be subject to the procedures, restrictions, limits, obligations and rights established in BURNABY BYLAW NOTICE ENFORCEMENT BYLAW, 2009 and the *Local Government Bylaw Notice Enforcement Act*.

PART 14: SEVERABILITY AND REPEAL

- 14.1 If a portion of this **Bylaw** is held invalid by a Court of competent jurisdiction, the invalid portion must be severed and the remainder of this **Bylaw** is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.
- 14.2 The following bylaws, and all amendments thereto, are hereby repealed:
- (a) BURNABY BUSINESS LICENCE BYLAW;
 - (b) BURNABY ADULT SERVICE BUSINESS REGULATION BYLAW, 2001;
 - (c) BURNABY FETAL ALCOHOL SYNDROME WARNING SIGN BYLAW;
 - (d) BURNABY HOME RENTAL LICENCE BYLAW, 2014; and
 - (e) BURNABY POST BOX RENTAL AGENCY AND MAIL DROP SERVICE REGULATION BYLAW.

FIRST READING	6 th day of November, 2017
SECOND READING	27 th day of November, 2017
THIRD READING	27 th day of November, 2017
ADOPTION	4 th day of December, 2017

MAYOR

CITY CLERK

SCHEDULE "A"

ADULT SERVICES AND BODY RUB BUSINESSES

1.0 Definitions

1.1 In this Schedule,

- "adult services business"** means a **business**:
- (i) providing or offering to provide to a customer conversation of a sexual or erotic nature in return for consideration, whether conducted by telephone, over the internet or by other means of communication, or
 - (ii) producing or making a film, video or other representation that is or would be classified as an "adult motion picture" under the *Motion Picture Act* (BC)
- "body rub"** the manipulating, touching or stimulating by any means, of a person's body, or body part, but does not include medical, therapeutic or cosmetic massage treatment given by a person duly licenced or registered under any statute of the Province of British Columbia governing such activities
- "body rub premises"** **business premises**, or part thereof, where a **body rub** is performed, offered or solicited

2.0 Specific Regulations

2.1 Every **person** carrying on or operating an **adult service business** or **body rub premises** or a **business** that performs, offers or solicits **body rubs** shall:

- (a) maintain at its **business premises** a legible written record, in the English language, of the legal name, address, date of birth, and date of hire of each employee and retain such a record of all previous employees for a period of not less than one year after employment ends;
- (b) upon request, immediately provide to an **Inspector** the record referred to in section 2.1(a) of this Schedule;
- (c) not employ any person, or permit any person to be employed at the **business premises**, unless such person is nineteen (19) years of age or older;

- (d) not permit any person to attend at the **business premises** at any time unless such person is nineteen (19) years of age or older;
- (e) not permit any person to enter its **business premises** unless that person produces, or in the case of an employee carries with him or her, **photo identification**;
- (f) post and keep posted at all times at every entrance to its **business premises** a clearly visible and legible sign, not less than 21.51 cm (8 1/2 inches) by 27.83 cm (11 inches) in dimension, containing the following words:

“It is unlawful for any person under the age of 19 years to enter.

Burnaby Business Licence Bylaw”

- (g) keep the entrance or entrances to its **business premises** unlocked at all times that the **business** is open or being carried on;
- (h) not carry on **business**, remain open for **business**, or permit any person to remain at the **business premises**:
 - (A) between the hours of 12:00 midnight and 8:00 a.m. from Monday to Friday; and
 - (B) between the hours of 1:00 a.m. and 8:00 a.m. on Saturdays and Sundays.

2.2 Every room used to conduct an **adult service business** or **body rub**, shall be:

- (a) free of any locking device;
- (b) equipped with lighting which illuminates every part of the room to a level of not less than 550 lux;
- (c) illuminated to the level specified in subsection 2.2(b) whenever the door to that room is closed or the room is occupied or in use;
- (d) equipped with lighting that may be activated or deactivated only by a switch or switches located within the room; and
- (e) equipped with a non-opaque window that:
 - 1. has an area of not less than 1000 cm² with no side having a dimension of

less than 25 cm;

2. shall remain unobstructed at all times; and
3. shall be visible from the reception area or common area of the **business premises**.

SCHEDULE “B”

HOUSE RENTAL BUSINESSES

1.0 Definitions

1.1 In this Schedule,

- “**local manager**” means an individual, who may be the **owner**, designated for the purposes of section 2.1(b) of this Schedule
- “**owner**” means the **person** shown on title at the Land Title Office as the registered owner of the parcel on which the **rental house** is located
- “**rental house**” means a single family dwelling or two family dwelling, as defined in the **Zoning Bylaw**, that:
- (a) is rented or offered for rent; and
 - (b) is not occupied by the **owner**. (BYLAW 14053)

2.0 Specific Regulations

- 2.1 An **owner** of a **rental house** must: (BYLAW 14192)
- (a) obtain and maintain a separate **business licence** for each **rental house**;
 - (b) designate and maintain a **local manager** for the **rental house** who resides in the Greater Vancouver Regional District and is available at all times to respond to complaints received in respect of the **rental house**;
 - (c) provide to the **Chief Licence Inspector** the full name, address, telephone number and other available contact information of the **local manager**, and immediately advise the **Chief Licence Inspector** in writing of any change in the **local manager** or contact information for the **local manager**; and
 - (d) make arrangements satisfactory to the **Chief Licence Inspector** to ensure compliance with laws, including City bylaws, relating to matters set out in section 64 of the *Community Charter*.
- 2.2 Every **local manager** shall promptly respond to and address any complaints received by the **City** or the **police** in respect to the **rental house**.

SCHEDULE “C”

LIQUOR SERVICE ESTABLISHMENTS (FETAL ALCOHOL SYNDROME SIGNS)

1.0 Definitions

1.1 In this Schedule,

- “**licensed service establishment**” means a **business premises** licensed or required to be licensed under the *Liquor Control and Licensing Act*, including a restaurant or another **business premises** where liquor is sold or offered for sale
- “**liquor**” has the meaning set out in the *Liquor Control and Licensing Act*
- “**sign**” means a sign meeting the requirements in section 2.1(c) of this Schedule

2.0 Specific Regulations

- 2.1 Every holder of a **business licence** for a **licensed service establishment** shall post and at all times keep posted a **sign** or **signs** warning of fetal alcohol syndrome in accordance with the following requirements:
- (a) for any **licensed service establishment** from which **liquor** are sold for off-premises consumption, there shall be at least one **sign** located clearly visible from all locations where the sale or dispensing of liquor takes place;
 - (b) for any **licensed service establishment** where liquor are sold for consumption or permitted to be consumed on the premises, there shall be at least one **sign** conspicuously displayed in each public washroom located in that **licensed service establishment**; and
 - (c) each **sign** shall:
 - (i) be not less than 21.5 cm (8.5 inches) by 13.9 cm (5.5 inches) in dimension;

- (ii) have lettering not less than 1.26 cm (0.5 inches) in height; and
- (iii) contain the following wording: **“Pregnancy & Alcohol DO NOT MIX. Drinking alcoholic beverages, including wine, coolers and beer during pregnancy can cause birth defects.”**

SCHEDULE "D"

POST BOX RENTAL AND MAIL DROP SERVICE BUSINESSES

1.0 Definitions

1.1 In this Schedule,

- "mail drop service"** means a **business** that collects mail at premises owned, occupied or used by it, for or on behalf of a person or persons who are not normally occupants of those premises
- "post box"** a box or other receptacle used or intended to be used for the collection or storage of mail
- "post box rental agency"** a **business** that makes available for rent, lease, purchase, possession or use one or more **post boxes** to a person or persons who are not normally occupants of the premises where the **post box** or **post boxes** are located, but does not include Canada Post

2.0 Specific Regulations

2.1 Every **person** carrying on the **business** of or operating a **mail drop service** or a **post box rental agency** shall:

- (a) maintain at the **business premises** a complete and legible written record, in English, of the legal name and current residential address of every **person** who rents, leases, owns, has possession of or has the use of a **post box** or for whom a **mail drop service** collects mail;
- (b) where the **person** referred to in subsection 2.1(a) of this Schedule is a corporation, partnership or other **business** entity, maintain, as part of the record and in addition to the information referred to in subsection 2.1(a) of this Schedule, the name and current residential address of at least one individual authorized to represent that corporation, partnership or **business** entity;
- (c) obtain from the **person** referred to in subsection 2.1(a) of this Schedule a statement of whether or not that **person** intends to use the **post box** or **mail drop service** for the purposes of a **business**, and include that statement as part of the record referred to in subsection 2.1(a) of this Schedule; and
- (d) make the record referred to in subsection 2.1(a) of this Schedule available for immediate inspection upon request by an **Inspector**.

(Bylaw No. 13893)

SCHEDULE “E”

PET STORES

1.0 Definitions

1.1 In this Schedule,

- “**cat**” includes any male or female domestic cat of any age
- “**dog**” includes any male or female domestic dog of any age
- “**pet store**” means a **business premises** that offers to sell or sells, at retail or wholesale, live animals, except animal shelters and kennels

2.0 Regulations

- 2.1 No owner or operator of a **pet store** shall sell or adopt out or offer to sell or adopt out any of the animals listed in Appendix 1 to this Schedule;
- 2.2 No **person** who has been convicted of an offence involving cruelty to animals shall own or operate a **pet store**.
- 2.3 No owner or operator of a **pet store** shall employ at that **pet store** any **person** who has been convicted of an offence involving cruelty to animals.
- 2.4 Every owner or operator of a pet store shall ensure that:
- (a) all **persons** who attend to the care of animals have the necessary skills, knowledge, training, abilities and equipment and supplies for the humane care of those animals;
 - (b) all animals are provided with sufficient food, water, shelter, warmth, lighting, cleaning, sanitation, grooming, exercise, veterinary care and any other care necessary to maintain the health, safety and well-being of those animals;
 - (c) no animals are handled by members of the public except under the supervision of a qualified employee.
- 2.5 Every owner or operator of a pet store shall ensure that all cages, enclosures or other places where animals are kept are at all times:

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- (a) of sufficient size to allow the animal in which it is kept to stand to its full height, lie down, easily turn around and perform any other normal movement;
 - (b) equipped with adequate and appropriate containers for food and water;
 - (c) maintained in good repair and in a condition that is safe to the animal;
 - (d) maintained in a clean and sanitary condition and free of animal waste;
 - (e) regularly disinfected and kept free of offensive odours; and
 - (f) well ventilated.
- 2.6 Every owner or operator of a **pet store** shall provide an area for the segregation from other animals of all animals that are ill, injured or in need of special treatment, care or attention.
- 2.7 Every owner or operator of a **pet store** that has an animal in its care that is or appears to be suffering from an illness or disease that is transmittable to human or other animals shall:
- (a) immediately notify the local health authority of the situation;
 - (b) ensure that the animal is kept isolated from humans and healthy animals until the local health authority has determined that it is no longer necessary to isolate the animal; and
 - (c) if so directed by the local health authority, have the animal euthanized humanely and in the manner directed by the local health authority.
- 2.8 Every owner or operator of a **pet store** shall:
- (a) post in a conspicuous place in the **pet store** the name and telephone number of a veterinarian who may be contacted by employees to provide necessary veterinary services; and
 - (b) ensure that, in the case of a **dog, cat** or other mammal not being a rodent or a rabbit:
 - (i) any animal that is ill or injured is promptly examined and treated by a veterinarian; and
 - (ii) any necessary euthanasia of an animal is performed by or under the supervision of a veterinarian.
- 2.9 Every owner or operator of a **pet store** shall:

- (a) keep and maintain in the **pet store** a legible written register containing a record of all transactions in which animals, other than arthropods, fish or amphibians, have been acquired, sold, placed for adoption, adopted out, returned or disposed of by the **pet store**; and
 - (b) produce the register referred to in subsection (a) for inspection at the request of an **Inspector** and provide copies of any entries required by the **Inspector**.
- 2.10 The register required to be kept and maintained under section 2.9 of this Schedule shall contain the following information:
- (a) for all animals other than **dogs** or **cats**:
 - (i) the name and address of the **person** or organization from whom the animal was acquired;
 - (ii) the date of purchase or acquisition;
 - (iii) the description of the sex and colouration of the animal and, where applicable, any tattoo or microchip number or marking;
 - (iv) the date the animal was sold or otherwise disposed of by the **pet store**; and
 - (v) where the animal has been disposed of other than by sale, the method of and reason for such disposition
 - (b) for **dogs** and **cats**:
 - (i) the name of the municipal animal shelter or animal shelter or rescue society or charity that is offering the **dog** or **cat** for adoption;
 - (ii) the date that the **dog** or **cat** was placed in the **pet store** for adoption;
 - (iii) the description of the sex and colouration of the **dog** or **cat** and, where applicable, any tattoo or microchip number or marking; and
 - (iv) the date the **dog** or **cat** was adopted out or returned to the municipal animal shelter or animal shelter or rescue society or charity that placed the **dog** or **cat** in the **pet store** for adoption.
- 2.11 Every owner or operator of a **pet store** shall, at the time of sale or adoption of an animal other than an arthropod, fish or amphibian, provide the purchaser or adopter with a written record of the sale or adoption containing the following information:

- (a) a description of the animal;
 - (b) the date of sale or adoption;
 - (c) the name and address of the **pet store**;
 - (d) a description of the animal, including its sex, colour and markings, and, if known, its age;
 - (e) a description of any tattoo or microchip;
 - (f) a record of all vaccinations and inoculations; and
 - (g) the species and, if applicable, breed or cross breed of the animal.
- 2.12 For the adoption of a **cat** or **dog**, the owner or operator of a **pet store** shall, in addition to providing the information required under section 2.11 of this Schedule, provide the adopter with a dated and signed certificate from a veterinarian:
- (a) verifying the health of the **cat** or **dog**; and
 - (b) indicating that the **cat** or **dog** has been de-wormed and vaccinated or inoculated for the diseases specified in the certificate.
- 2.13 Every owner or operator of a **pet store** shall at the time of sale or adoption of any animal, other than an arthropod or fish, provide the purchaser or adopter with written instructions on the proper care and feeding of the animal, including
- (a) appropriate diet, including any recommended dietary supplements;
 - (b) proper handling techniques;
 - (c) basic living environment and, if applicable, type of enclosure, including appropriate enclosure size, lighting, heating, humidity control, materials and planting, substrate and recommended cleaning frequency;
 - (d) exercise needs, if any;
 - (e) any other care requirements necessary to maintain the health and well-being of the animal; and
 - (f) any human health risks associated with the handling of the animal.
- 2.14 An owner or operator of a **pet store** shall not adopt out an unsterilized **cat** unless the owner

or operator provides to the adopter at the time of adoption:

- (a) a voucher that entitles the adopter to have the **cat** spayed or neutered, without further charge, at the office of a veterinarian practicing in the **City**, with the name, address and contact information of the veterinarian shown on the voucher; and
- (b) written information describing the benefits of sterilizing **cats**.

2.15 The owner or operator of a **pet store** shall:

- (a) not display a **dog** or **cat** for adoption in the **pet store** for a period greater than twelve weeks;
- (b) return a **dog** or **cat** to the originating municipal animal shelter or animal shelter or rescue society or charity upon the expiry of the twelve-week period under subsection 2.15(a) of this Schedule; and
- (c) not charge an adoption fee for a **cat** or **dog** that exceeds the total costs incurred by the owner or operator of the **pet store** for feeding, keeping, veterinary care and other incidental costs associated with the **cat** or **dog** while placed in the **pet store** for adoption.

2.16 Every owner or operator of a **pet store** at all times that the **pet store** is open for business and at all other reasonable times permit an **Inspector** to inspect the **pet store**, any animal in the **pet store** and any records required to be maintained under this Schedule to ensure that the provisions of this Schedule and **Bylaw** are complied with.

SCHEDULE “E”

Appendix 1

List of Prohibited Animals

- all non-human primates
- all felidae and canidae, except domestic **cats** and **dogs** offered for adoption through a municipal animal shelter or animal shelter or rescue organization that is a registered charity or a society registered under the BC *Societies Act*, other than a member-funded society
- all ursidae (bears)
- all proboscidea (elephants)
- all pinnipedia (seals, walrus)
- all marsupials
- all edentates (anteaters)
- all xenarthra (such as sloths, armadillos and tamanduas)
- all monotremata (spiny anteater and platypus)
- all venomous or poisonous reptiles and amphibians
- all venomous and poisonous invertebrates (black widow spiders, tarantulas)
- all ungulates, except the bison and domestic breeds of cow, goat, sheep, pig, horse, mule, donkey, ass, llama and alpaca
- all hyaenidae (hyenas)
- all hyracoidean (hyraxes)
- all mustelidae (skunks, weasels, otters, wild ferrets), except the domestic ferret
- all procyonidae (raccoons, coatimundis)
- all viverridae (civets and genets)
- all herpestidae (mongooses)
- all cetacean (whales, porpoises, dolphins)
- all chiroptera (bats), colugos (flying lemurs) and scandentia (treeshrews)
- all lagomorphs (rabbits and hare), except spayed and neutered domestic rabbits
- all aquatic or semi-aquatic turtles

SCHEDULE “F” (Repeal Bylaw 14411)

SCHEDULE “G” (BYLAW 14272) SHORT-TERM RENTAL REGULATIONS

1.0 Definitions

1.1 In this Schedule,

- “**dwelling unit**” has the same meaning as in the *Zoning Bylaw*;
- “**market**” means to offer for sale, promote, canvass, solicit, advertise, or facilitate **short-term rental**, and includes placing, posting or erecting advertisements physically or online, but does not include the mere provision of a neutral space or location for such marketing in newspapers, bulletin boards, or online;
- “**multiple family dwelling**” has the same meaning as in the *Zoning Bylaw*;
- “**neighbour**” means an owner or occupier of a property located within a 30 meter (100 feet) radius of the **short-term rental operator’s principal residence unit**, where such distance is measured from the perimeter property lines of such **principal residence unit**, provided that where a property located within such 30 meter (100 feet) radius of the **short-term rental operator’s principal residence unit** is a multiple family dwelling that is managed and controlled by a **strata corporation**, “**neighbour**” means the **strata corporation** of such multiple family dwelling;
- “**notification**” means the information that a **short-term rental operator** delivers to their **neighbours** in accordance with section 4.1 of this Schedule;
- “**principal residence unit**” means the **dwelling unit** which a registered owner of the **dwelling unit** makes their home and from which such registered owner conducts their daily affairs, including, without limitation, paying bills and receiving mail, and is generally the **dwelling unit** with the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver’s licenses, personal identification, vehicle registration and utility bills;

“responsible person”	means a person designated by the short-term rental operator who, at all times that the short-term rental is operated, has access to the short-term rental and authority to make decisions in relation to the short-term rental and the rental agreement;
“row housing dwelling”	has the same meaning as in the <i>Zoning Bylaw</i> ;
“short-term rental”	has the same meaning as in the <i>Zoning Bylaw</i> ;
“short-term rental operator”	means a person who carries on the business of providing short-term rental ;
“single family dwelling”	has the same meaning as in the <i>Zoning Bylaw</i> ;
“strata corporation”	has the same meaning as in the <i>Strata Property Act</i> ;
“strata lot”	has the same meaning as in the <i>Strata Property Act</i> ;
“ <i>Strata Property Act</i> ”	means the <i>Strata Property Act</i> , as amended or replaced from time to time,
“two family dwelling”	has the same meaning as in the <i>Zoning Bylaw</i> ; and
“ <i>Zoning Bylaw</i> ”	means the <i>Burnaby Zoning Bylaw, 1965</i> , as amended or replaced from time to time.

2.0 Licence Required

- 2.1 No person shall carry on business as a **short-term rental operator** without having first obtained a **business licence** to do so from the **Chief Licence Inspector**.
- 2.2 No person shall **market** any **short-term rental** unless they hold a **business licence** as a **short-term rental operator** for that **short-term rental**.
- 2.3 The **Chief Licence Inspector** may not issue more than one **business licence** for a **short-term rental operator** for a **dwelling unit**.
- 2.4 Without limiting the generality of section 4.1(d) of this **Bylaw**, a person applying for the issuance or renewal of a **business licence** to carry on business as a **short-term rental operator** shall:
 - (a) provide, in the form satisfactory to the **Chief Licence Inspector**, evidence that the **dwelling unit** in which the **short-term rental** will be operated is the applicant’s **principal residence unit**; and
 - (b) if the short-term rental is located within a **strata lot**, provide authorization from the

strata corporation in the form satisfactory to the **Chief Licence Inspector**.

3.0 **Regulations**

- 3.1 No person shall carry on business as a **short-term rental operator** unless the **short-term rental** being provided is in the **principal residence unit** of that person.
- 3.2 No person may hold more than one **business licence** as a **short-term rental operator**.
- 3.3 No corporation may carry on the business of a **short-term rental operator**.
- 3.4 A **short-term rental operator** shall not **market** the **short-term rental** they are licensed to provide without including their City of Burnaby **business licence** number in a conspicuous place in any medium or material used to **market** the **short-term rental**.
- 3.5 A **short-term rental operator** shall not **market** more than one **short-term rental** under their **business licence**.
- 3.6 A **short-term rental operator** shall not operate a **short-term rental** for more than 90 nights in a calendar year, provided further that of those 90 nights, a **short-term rental operator** may not be absent from their **principal residence unit** for more than 28 nights. For clarity, the aforementioned 90 nights and 28 nights do not need to be consecutive nights.

4.0 **Short-Term Rental Operator Obligations**

- 4.1 A **short-term rental operator** whose **principal residence unit** is a **single family dwelling, two family dwelling, or row housing dwelling**, shall deliver the following information to their **neighbours** on an annual basis at least 10 days prior to the first day in a calendar year that a **short-term rental operator** operates a **short-term rental**:
- (a) the name and telephone contact information of the **short-term rental operator** and a **responsible person**; and
 - (b) such other information as may be required by the **Chief Licence Inspector**, all in form and content satisfactory to the **Chief Licence Inspector**.
- 4.2 A **short-term rental operator** shall:
- (a) maintain for each calendar year in which they operate a **short-term rental**:
 - (i) a copy of the **notification** provided to their **neighbours**; and
 - (ii) a record of every address to which the **short-term rental operator** delivered the **notification**, and the date the **notification** was delivered to each address; and
 - (b) upon request, provide to an **Inspector** the documents referred to in sections 4.2(a)(i) and 4.2(a)(ii) of this Schedule.
- 4.3 A **short-term rental operator** shall at all times post a copy of their **short-term operator**

business licence in a conspicuous place within the **short-term rental**.

- 4.4 A **short-term rental operator** shall provide the following information to guests in a **short-term rental**:
- (a) the name and telephone number of the **short-term rental operator** and a **responsible person** for emergency contact purposes;
 - (b) information on relevant City bylaws, including those regarding quiet hours, parking restrictions, and garbage and recycling; and
 - (c) such other information as required by the **Chief Licence Inspector**.
- 4.5 A **short-term rental operator** or **responsible person** shall attend at the **short-term rental** within two hours of being requested to do so and be available at all times to respond to complaints received in respect of the **short-term rental**.
- 4.6 A **short-term rental operator** shall:
- (a) maintain a written record, in English, of:
 - (i) the dates they operated a **short-term rental**;
 - (ii) whether the **short-term rental operator** was present at or absent from the **principal residence unit** on each of those dates; and
 - (iii) the number of guests for each **short-term rental** booking;
 - (b) maintain copies of receipts or invoices for each **short-term rental** booking; and
 - (c) upon request, provide to an **Inspector** the documents referred to in sections 4.6(a) and (b) of this Schedule.
- 4.7 A **short-term rental operator** shall post a fire safety plan by all entrances and exits to the **short-term rental**.