

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N

WAINFLEET ASSOCIATION OF RESPONSIBLE STRs

Applicant

-and-

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

Respondent

APPLICATION RECORD

JURIANSZ & LI

Barristers & Solicitors

5700 Yonge Street, Suite 1100

Toronto, Ontario, M2M 4K2

H. Keith Juriansz LSO#16869N

Tel: (416) 226-2342

Fax: (416) 222-6874

Email: info@jurianszli.com

Lawyers for the Applicant

TO: Jennifer Stirton

Township Solicitor

Township of Wainfleet

31940 Highway 3, P.O. Box 40

Wainfleet, Ontario, LoS 1Vo

Tel: (905) 933-2000

Email: jstirton@wainfleet.ca

Lawyer for the Respondent

Court File No.: CV-24-00014987-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N

WAINFLEET ASSOCIATION OF RESPONSIBLE STRs

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INDEX

TAB	DOCUMENT
1.	<u>Notice of Application</u>
2.	<u>Affidavit of Laurel Duquette, sworn on March 14, 2025</u>
A.	<u>Exhibit A - Transfer Nov 2021</u>
B.	<u>Exhibit B - Airbnb Reservations 2019-2023</u>
C.	<u>Exhibit C - Screenshot Airbnb activity April 20 - May 13 2024</u>
D.	<u>Exhibit D - Order May 10 2024</u>
E.	<u>Exhibit E - Short Term-Rental Licensing By Law (BL026-2023)</u>
F.	<u>Exhibit F - Email from Airbnb May 12 2024</u>
G.	<u>Exhibit G - Screenshots of Airbnb activity June 15 2024</u>
H.	<u>Exhibit H - Message from Airbnb Agent June 15 2024 help from Airbnb agent</u>
I.	<u>Exhibit I - Copy of AMP June 15 2024</u>
J.	<u>Exhibit J - Emails from Christina and Guttin July 16 2024 Gmail</u>
K.	<u>Exhibit K - Screening Review Decision</u>
L.	<u>Exhibit L - Screening Review Disclosure Package</u>
M.	<u>Exhibit M - Request for AMPS Hearing Appeal Form</u>
N.	<u>Exhibit N - Duquette Hearing Documents Redacted</u>
O.	<u>Exhibit O - AMPS Hearing Decision</u>
P.	<u>Exhibit P - STR by-laws and AMPs in Other Municipalities</u>
Q.	<u>Exhibit Q - General Meeting February 21, 2023 (Link)</u>
R.	<u>Exhibit R - AMPS By-law</u>
3.	<u>Affidavit of Scott Wilson, sworn on March 14, 2025</u>
A.	<u>Exhibit A - Order</u>
B.	<u>Exhibit B - Letter and AMP April 9 2024</u>
	<u>Exhibit C - Email from Christina April 22 2024</u>
	<u>Exhibit D - Screening Review decision April 22 2024</u>
	<u>Exhibit E - Decision on Written Screening Review April 22 2024</u>
	<u>Exhibit F - Decision on Telephone Screening Review - A0607 April 26 2024</u>

	<u>Exhibit G - Reminder Notice</u>
	<u>Exhibit H - Email from Guttin April 24 2024</u>
	<u>Exhibit I - Email from Guttin May 6 2024</u>
	<u>Exhibit J - Hearing Decision August 15 2024</u>
	<u>Exhibit K - Letter and AMP July 24 2024</u>

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

WAINFLEET ASSOCIATION OF RESPONSIBLE STRs

Applicant

- and -

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

Respondent

NOTICE OF APPLICATION

APPLICATION UNDER Section 273 of the *Municipal Act*, 2001, S.O. 2001, c. 25

TO THE RESPONDENT:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant(s). The claim made by the Applicant(s) appears on the following pages.

THIS APPLICATION will come on for a hearing

- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

At the following location: 102 East Main Street, Welland, Ontario, L3B 3W6

on October 13, 2025, at 10:00 a.m., or as soon as thereafter, at 102 East Main Street, Welland, Ontario, L3B 3W6.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the

court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: _____

Issued by: _____
Local Registrar

Address: 102 East Main Street,
Welland, Ontario, L3B 3W6

TO: THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
31940 Highway #3
PO Box 40
Wainfleet, ON
LoS 1Vo

APPLICATION

1. The Applicant makes this Application for:
 - a. An Order to quash By-Law 026-2023, passed by the Respondent on July 18, 2023 relating to short terms rentals (the “By-Law”), in whole or in part for illegality and unreasonableness.
 - b. A Declaration that the By-Law is void and/or *ultra vires* and/or without effect for vagueness and uncertainty, because it conflicts with provincial laws, falls outside the scope of the Respondent’s municipal authority, was enacted for an improper purpose, and fails to follow procedures required by the *Municipal Act*, 2001, S.O. 2001, c. 25 (the “Act”).
 - c. The costs of this proceeding on a substantial indemnity basis;
 - d. Harmonized Sales Tax as may be payable on any amount; and
 - e. Such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

2. The Applicant is a not-for-profit corporation incorporated pursuant to the laws of Canada, operating in the Province of Ontario. The Applicant primarily operates to promote the welfare of property owners within the Township of Wainfleet who intend to operate or already operate short term rentals (“STRs”).
3. The Respondent is a Township in the Province of Ontario (the “Township”).

4. On or about July 18, 2023, the Township enacted the By-Law purportedly to regulate STRs within the Township. The By-Law effectively prohibits the operation of STRs on any property in the Township owned for less than two years. Furthermore, the By-Law mandates that property owners seeking to advertise or rent their premises for periods of less than 28 days must obtain a licence from the Township.
5. Section 15.1 of the By-Law stipulates that any violation thereof constitutes an offence, subjecting the offender to penalties as prescribed under the *Act* and the *Provincial Offences Act*, R.S.O. 1990, c. P. 33 (the “POA”).
6. Section 15.2 of the By-Law empowers officers of the Township to issue penalty notices imposing Administrative Monetary Penalties (the “AMPs”) as detailed in Schedule “B” of the By-Law. However, the AMPs outlined in Schedule B are illegal and in conflict with the provisions of the *Act*, as they are punitive in nature and exceed reasonable measures required to ensure compliance with the By-Law.
7. Additionally, the provisions of the By-Law are unreasonable and discriminatory. The By-Law prohibits new owners from applying for a licence to operate STRs in the first two years of ownership. Furthermore, the By-Law neglected to consider agreements pertaining to STRs that were already in effect between property owners and third parties within the Township, prior to the By-Law's enactment.

8. The language used in the By-Law is vague and uncertain, particularly regarding provisions relating to offences and penalties. The By-Law does not adequately address properties jointly owned by multiple individuals within the Township, regarding licensing requirements and the imposition of fines/AMPs by the Township. The By-Law fails to clarify whether each owner of a property must obtain a separate licence to operate a short-term rental or whether a single licence is sufficient for a property owned by multiple owners. Additionally, section 15.1 of the By-Law does not contemplate scenarios where multiple owners of a property collectively commit a single violation. Pursuant to section 15.1 and/or 15.2, the Township, in bad faith, is charging multiple AMPs for a single offence committed at a property with several owners.
9. Additionally, section 15.4 of the By-Law references fines approved under the *POA* that are set out in Schedule "C" of the By-Law. However, Schedule "C" does not specify these fines and instead indicates that the fine schedule is "TBD", suggesting that no penalties for contravening the provisions of the By-Law have been formally approved. However, the AMPs provided within sections 4.3 and 4.5 of Schedule "B" of the By-Law appear to be fines disguised as AMPs.
10. The provisions of the By-Law lack sufficient clarity to facilitate meaningful legal debate and reasoned analysis. They fail to adequately delineate areas of risk and provide no framework for judicial or other interpretation.

11. The Township has enacted the By-Law beyond the scope of the powers conferred upon it by the *Act*.
12. The Township's implementation of the By-Law appears to serve an improper purpose, primarily aimed at penalizing owners within the Township for conducting STRs. The *Act* empowers municipalities to enact by-laws aimed at promoting the economic, social, and environmental well-being of the municipality, ensuring the health, safety, and well-being of individuals, and protecting persons and property. The preamble of the By-Law indicates that the Township implemented it to regulate and license STRs. However, the manner in which the By-Law has been implemented, particularly having no regard to pre-existing agreements related to the STRs, highlights that the Township has failed to enact the By-Law in accordance with the statutory objectives.
13. The Township has failed to adhere to the procedural requirements prescribed by the *Act* and other applicable by-laws governing the enactment and enforcement of the by-laws within the Township. This non-compliance raises concerns about the validity and procedural integrity of the By-Law.
14. As a result of the By-Law, the Township is exercising arbitrary control over STRs and is in direct conflict with the provisions of the regime implemented by the *Act*.
15. Sections 273 and 14 of the *Act*.
16. Rule 38 of the *Rules of Civil Procedure*; and

17. Such further and other grounds as the Applicant may advise and the Honourable court may consider.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this application:

18. Affidavit of the Applicant.
19. Such further and other evidence as counsel may advise and this Honourable court may permit.

Date: July 17, 2024

JURIANSZ & LI
Barristers & Solicitors
5700 Yonge Street, Suite 1100
Toronto, Ontario M2M 4K2

H. Keith Juriansz - LSO #16869N
Tel: (416) 226-2342
Email: info@jurianszli.com

Lawyers for the Applicant

(Applicant)

(Respondent)

Court File No.

ONTARIO SUPERIOR COURT OF
JUSTICE

Action commenced at Welland

NOTICE OF APPLICATION

JURIANSZ & LI
Barristers & Solicitors
5700 Yonge St., Suite 1100
Toronto, ON, M2M 4K2

H. Keith Juriansz – LSO#16869N
Tel: 416-226-2342
Email: Info@Jurianszli.com

Lawyers for the Applicant

Court File No.: CV-24-00014987-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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Applicant

-and-

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

Respondent

AFFIDAVIT OF LAUREL SUZANNE DUQUETTE

I, **LAUREL SUZANNE DUQUETTE**, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AND FOLLOWS:

1. I am the registered owner of a summer cottage located at 12211 Hickey Road, in the Town of Wainfleet, Ontario (the "Property"). I am also the sole director of the Applicant corporation, Wainfleet Association of Responsible STRs ("WARS") and have personal knowledge of the facts stated herein, except where otherwise indicated as being based on information and belief, in which case I have identified the source and believe such information to be true. Attached hereto and marked as [Exhibit "A"](#) is a copy of the Transfer, dated November 22, 2021, pursuant to which I took title to the Property.
2. After I purchased the Property through 2023, the Property was used primarily as a seasonal residence by my family and, on occasion, as a short-term rental to help cover maintenance costs and municipal property taxes associated with the Property.

3. Between the summers of 2022, and 2023, I rented the Property for a total of 22, and 13 days, respectively, via Airbnb, an online marketplace for short-and long-term homestay experiences. The average gross income from these rentals was approximately \$414 per rental day, which was primarily used to pay municipal property taxes. Attached hereto and marked as [Exhibit "B"](#) are copies of emails from Airbnb confirming these reservations.
4. In the year 2024, the municipal property taxes for the Property amounted to approximately \$7,644.71. To assist in covering this expense, I listed the Property on Airbnb for short-term rental purposes. The listing was active between April 20, 2024, and May 12, 2024, allowing bookings for three weeks in June and July 2024. The listing remained publicly accessible on Airbnb for a total of 16 days over three separate periods. Attached hereto and marked as [Exhibit "C"](#) are screenshots from my Airbnb account reflecting the said activity, including listing dates and advertisement details which highlight that the listing spanned approximately 16 days on Airbnb.
5. On or about May 14, 2024, I received an Order (the "Order") from the Township of Wainfleet (the "Township") at my residence in Toronto, stating that an inspection of the Property conducted on May 9, 2024, determined that it was not in compliance with the Short-Term Rental By-Law (the "STR By-law") and directed me to obtain a valid Short-Term Rental Licence and to remove my listing from Airbnb by May 23, 2024. Attached hereto and marked as [Exhibit "D"](#) is a copy of the Order. Attached hereto and marked as [Exhibit "E"](#) is a copy of the STR By-law downloaded from the Township's website in 2024.
6. At the time I received the Order, my listing was already closed. I confirm that I did not reopen the listing after receiving the Order. Attached hereto and marked as [Exhibit "F"](#) is an email from Airbnb confirming the closure of my listing on May 13, 2024.

7. On or about June 15, 2024, while still blocked for making or booking reservations, the Property was briefly visible on Airbnb. At that time, I was attempting to adjust my Airbnb settings to advertise the Property for long-term rentals (over 30 days) rather than short-term rentals. I believe this change required temporarily reactivating the listing to modify the settings. In any event, although the Property was visible, it was not available for reservations or bookings.
8. After multiple unsuccessful attempts to adjust the listing for long-term rentals, I sought assistance from an Airbnb support agent. Lacking proficiency with the platform, I struggled to navigate the required changes.
9. Inadvertently, during this process, the Property became publicly visible on Airbnb for a short period. However, no reservations could be made during this time, as the listing was never reopened for booking. Following my failed attempts and the support agent's assistance, the listing was finally deactivated. Attached hereto and marked as [Exhibit "G"](#) is a series of screenshots showing this activity. Attached hereto and marked as [Exhibit "H"](#) is a message from the Airbnb agent confirming his assistance and confirmation that the listing was closed as of 2:36 PM on June 15, 2024.
10. On or about June 18, 2024, I received an Administrative Monetary Penalty ("AMP") from the Township in the amount of \$10,000. The AMP provided that it was due by July 10, 2024, for the alleged infraction of "*Advertise short-term rental unit without valid licence.*" Attached hereto and marked as [Exhibit "I"](#) is a copy of the AMP.

11. In or about the last week of June 2024, I requested a Screening Review of the AMP through the Township's online portal. In the Screening Review request form, I explained that I had deactivated my Airbnb listing on May 13, 2024, as per the Township's Order and requested cancellation of the AMP due to its improper issuance. On July 16, 2024, I attended the Screening Review virtually via Zoom. The Screening Review was presided over by a Township employee, Amber Chrastina ("Chrastina"). During the review, Chrastina stated that the AMP was issued based on screenshots of my listing taken on June 15, 2024. This was the first time I was made aware of the Township's evidence. Despite my request, I was not provided with copies of these screenshots.
12. At the Screening Review, I raised the issues outlined in the Screening Review request form. Additionally, I raised concerns regarding the financial burden the AMP imposed on me and provided evidence of my 2023 income which showed my net income of \$35,758.
13. Completely disregarding all my arguments and evidence, the AMP was upheld.
14. Following the Screening Review, on July 16, 2024, Chrastina sent the Screening Decision via email and the photo evidence that was the basis of this decision. The next day STR By-law officer Cory Guttin sent me the Township's disclosure via email. Attached hereto and marked as [Exhibit "J"](#) are copies of the emails from Chrastina and Cory Guttin. Attached hereto and marked as [Exhibit "K"](#) is the decision of the Screening Review received. Attached hereto and marked as [Exhibit "L"](#) is the Township's Screening Review disclosure.
15. On or about July 29, 2024, I submitted a request for a Hearing Review of the AMP. The reasons that I submitted for my request, were as follows:

- a. The alleged infraction did not occur as the Airbnb listing was not available to make or book reservations;
- b. I was not intending on advertising for a short term rental when my listing on Airbnb went active. I was simply attempting to change the short term rental to a long term rental;
- c. The amount of the AMP was punitive and unlawful;
- d. The AMP imposed an undue hardship on me; and
- e. Relief should be granted under section 98 of the *Courts of Justice Act*.

Attached hereto and marked as [Exhibit “M”](#) is a copy of my AMPS Hearing Appeal request form. Attached hereto and marked as [Exhibit “N”](#) is a redacted copy of the supporting documents that I used for my request for the Hearing Review, which copy is redacted only for the purposes of protecting extremely private information relating to my family’s history, from becoming public.

16. My Hearing Review was scheduled for November 29, 2024.

17. On or about October 29, 2024, the Township provided copies of its disclosure, presenting the same evidence used at the Screening Review.

18. The Township attended the Hearing Review by counsel. Despite clear evidence showing that the AMP was issued based on a misunderstanding, the Hearing Officer, Janet Rutherford, upheld the penalty. She ruled that an advertisement alone justified the fine, regardless of intent or availability for booking. She disregarded the fact that I was actually attempting to remove the short-term listing.

19. With all due respect, the conclusion reached was entirely nonsensical and irrational, especially since there was no option for booking the reservation for the Property on Airbnb on the impugned dates of the screenshots.
20. Regarding my arguments on financial hardship, the Hearing Officer partially acknowledged my income for the 2023 financial year and reduced the penalty to \$3,000, payable over two years. Despite my contention that the AMP would cause extreme financial hardship and should be fully waived on compassionate grounds—especially given my nominal income—I was informed that AMPs are intentionally designed to hurt renters like myself and resultantly, the AMP should not be entirely revoked. Attached hereto and marked as [Exhibit “O”](#) is the Hearing Decision dated November 29, 2024.
21. The entire AMP process, from issuance through Screening and Hearing Review, is fundamentally flawed. AMPs are issued without proper investigation, while the Screening and Hearing Review processes appear to exist solely to justify these penalties rather than assess their legitimacy.
22. Moreover, the Screening Review process is inherently unfair, as the Screening Officer renders decisions based on materials that are not disclosed to the recipient of the AMP.
23. It is evident that the entire AMP framework is structured to impose punitive financial penalties on property owners in the Township for operating short-term rentals. Most municipalities in Ontario with similar STR by-laws enforced through AMPs have implemented reasonable penalties, which were undoubtedly drafted with the understanding that excessively high penalties would be punitive and contrary to the AMP

regime and the *Municipal Act*. Attached hereto and marked as [Exhibit “P”](#) are copies of the Administrative Monetary Penalty by-laws or Short-Term Rental by-laws from various municipalities in Ontario. These documents clearly indicate that the AMPs imposed by the Township are punitive in nature.

24. During the regular council meeting of the Township on February 21, 2023, where the STR by-laws were discussed, the Manager of Community and Development Services, Lindsay Earl (“Ms. Earl”), initially proposed that AMPs for violations of the STR by-laws should range between \$1,500 to \$2,000, aligning with penalties imposed for similar non-compliance in other municipalities in Ontario. However, the Mayor suggested increasing these fines to \$2,000 to \$2,500. The councillors, in turn, proposed raising the penalties even further—to an excessive \$5,000, with these penalties reaching up to \$20,000. Even when Ms. Earl expressed concern that these proposed penalties were “*significant*” and stated that they would be “*a bit high in [her] opinion*” the councillors proceeded to push for higher fines. Ms. Earl as well as the Township’s CAO reminded the council that the penalties should not be punitive in nature. Despite this, the councillors explicitly emphasized that the penalties should be designed to essentially hurt renters. As a result, through the STR By-laws, the Township ultimately imposed punitive AMPs on renters, including members of the WARS. Attached hereto and marked as [Exhibit “Q”](#) is the video recording of the general meetings of the Township, which provides further evidence of these discussion.

25. Furthermore, the purpose of the Hearing Process, as defined by the By-Laws relating to Non-Parking Administrative Monetary Penalty System, is to promote a proper review to, *inter alia*, assess whether a person has indeed contravened a provision of a By-Law, rather

inter alia, assess whether a person has indeed contravened a provision of a By-Law, rather than to justify or promote punitive AMPs imposing undue hardship on recipients. Instead of conducting an impartial review of the reasonableness of the issued AMPs, the Screening and Hearing Review processes are designed to uphold penalties regardless of their validity. Attached hereto and marked as [Exhibit “R”](#) is a copy of the By-law to establish Administrative Monetary Penalty System for non-parking related offences in the Township, downloaded from Township’s website in 2024.

26. Throughout the process of receiving and contesting the AMP, I have engaged in discussions with other members of WARS, all of whom are property owners within the Township and similarly affected by AMPs. Their experiences highlight significant inconsistencies and unfairness in both the issuance of AMPs and the subsequent Screening and Hearing Review processes. While some individuals operating short-term rentals without a licence have faced no penalties, others have received multiple AMPs for a single alleged instance of non-compliance. Additionally, members have reported receiving vastly different treatment during Screening and Hearing Reviews.

27. While the Applicant’s counsel has advised me that the above noted paragraph may hold little weight in court, I find it necessary to highlight the Township’s blatant disregard for property owners. WARS is a not-for-profit organization with limited funding and resources. The financial limitation is one of the primary reasons WARS has been unable to secure affidavits from all aggrieved residents. Simply put, the cost is prohibitive, and WARS cannot afford it.


28. The Township operates with a disturbing level of arbitrariness, imposing punitive penalties to inflict hardship upon those who fall under its unreasonable regulatory framework.

29. The Township must be compelled to disclose all AMPs issued since the enactment of the STR By-Law, along with a detailed explanation of how each AMP was handled.

30. The licensing process under the STR By-law imposes excessively stringent terms and conditions. Renters are required to make unnecessary and costly modifications to their rental units, creating a significant burden. Additionally, obtaining a license is expensive and disproportionate to the income that the Property would ideally generate from short-term rentals.

31. I make this Affidavit in support of this Application and for no other and improper use.

SWORN remotely by Laurel Suzanne)
 Duquette of the City of Toronto in the)
 Province of Ontario, before me at the)
 City of Toronto in the Province of)
 Ontario, on the 14th day of March in)
 2025 in accordance with)
 O.Reg. 431/20, Administering Oath)
 or Declaration Remotely.)

)
 Commissioner for taking oaths, etc)

Laurel Duquette

 SIGNED VIA ILOVEPDF

3E52EDBD-B7FB-4B29-950D-03DC2172225F

Laurel Suzanne Duquette

AKSHAY SANDHIR
 Barrister and Solicitor
 A Commissioner, etc.
 Province of Ontario, Canada

THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

LRQ # 59 Transfer

Received as SN701595 on 2021 11 22 at 11:00

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

Properties

PIN 64015 - 0172 LT Interest/Estate Fee Simple
 Description PT LT 1 PL 732, AS IN WF20813, T/W WF20813 ; WAINFLEET
 Address 22 L1 HICKEY ROAD
 WAINFLEET

Consideration

Consideration \$525,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name 2320029 ONTARIO INC.
 Address for Service 298 Waverley Road, Toronto, Ontario
 M4L 3T6

I, Laurel Suzanne Duquette, President, Treasurer, and Secretary, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Transferee(s)

Capacity

Share

Name DUQUETTE, LAUREL SUZANNE Registered Owner
 Date of Birth 1957 11 15
 Address for Service 298 Waverley Road, Toronto, Ontario M4L 3T6

Signed By

Geoffrey John Dashwood 961 Kingston Rd. acting for Signed 2021 11 22
 Toronto Transferor(s)
 M4E 1S8

Tel 416-690-7222

Fax 416-690-8738

I am the solicitor for the transferor(s) and the transferee(s) and this transfer is being completed in accordance with my professional standards.

I have the authority to sign and register the document on behalf of all parties to the document.

Geoffrey John Dashwood 961 Kingston Rd. acting for Signed 2021 11 22
 Toronto Transferee(s)
 M4E 1S8

Tel 416-690-7222

Fax 416-690-8738

I am the solicitor for the transferor(s) and the transferee(s) and this transfer is being completed in accordance with my professional standards.

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

DASHWOOD & DASHWOOD 961 Kingston Rd. 2021 11 22
 Toronto
 M4E 1S8

Tel 416-690-7222

Fax 416-690-8738

Fees/Taxes/Payment

Statutory Registration Fee

\$66.30

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64015 - 0172 PT LT 1 PL 732, AS IN WF20813, T/W WF20813 ; WAINFLEET

BY: 2320029 ONTARIO INC.

TO: DUQUETTE, LAUREL SUZANNE

Registered Owner

1. DUQUETTE, LAUREL SUZANNE

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☒ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposited to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
contains at least one and not more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$525,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$525,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$525,000.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for the purposes of section 5.0.1 of the Land Transfer Tax Act is required to be provided for this conveyance. The information has been provided as confirmed by A1777924.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer

LRO 59

Registration No.

SN701595

Date: 2021/11/22

B. Property(s):

PIN 64015 - 0172

Address 22 L1 HICKEY ROAD
WAINFLEETAssessment 2714000 - 00524300
Roll No

C. Address for Service:

298 Waverley Road, Toronto, Ontario M4L 3T6

D. (i) Last Conveyance(s):

PIN 64015 - 0172

Registration No.

SN342748

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☒ No ☐ Not known ☐

E. Tax Statements Prepared By:

Geoffrey John Dashwood
961 Kingston Rd.
Toronto M4E 1S8

THIS IS EXHIBIT "B" TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



Laurel Duquette <lsduquette@gmail.com>

Reservation confirmed - Kellan Arpke arrives Jun. 23

1 message

Airbnb <automated@airbnb.com>

Sun, Jun 12, 2022 at 1:26 PM

Reply-To: "Kellan (Airbnb)" <3kmowc581t6nh8o47c3e20gyk4qk@reply.airbnb.com>

To: lsduquette@gmail.com



New booking confirmed! Kellan arrives Jun. 23.

Send a message to confirm check-in details or welcome Kellan.

**Kellan**

Ann Arbor, Michigan, United States

On Airbnb since 2015

Good afternoon Laurel,

My family and I are traveling out to Canada to see Niagara Falls and spend a relaxing week by the water. We had originally booked a different Airbnb but they cancelled on us today. It looks like that may be a blessing in disguise as we found your spot that looks fantastic!

Send Kellan a message



Long Beach Hickey Road ›

Entire home/apt

Thursday

June 23, 2022

Check-in 2:00 PM–10:00
PM

Tuesday

June 28, 2022

Checkout by 11:00 AM

Guests

2 adults, 1 child

Guests will now let you know if they're bringing children and infants. [Learn more](#)

Confirmation code

HMCZ9BQJEZ

[View itinerary](#)

Payout

\$350.00 CAD x 5 Nights	\$1750.00 CAD
Cleaning fee	\$100.00 CAD
Service fee	-\$55.50 CAD

Total **\$1794.50 CAD**

The money you earn hosting will be sent to you 24 hours after your guest arrives. You can check your upcoming payments in your [Transaction History](#).

Cancellations

Your cancellation policy for guests is **Moderate**.

The penalties for cancelling this reservation include getting a public review that shows you cancelled, paying a cancellation fee, and having the cancelled nights blocked on your calendar.

[Read cancellation penalties](#)

Get ready for Kellan's arrival

Review the COVID-19 safety practices

We've created a set of mandatory COVID-19 safety practices for both Airbnb hosts and guests. These include practicing social

distancing and wearing a mask.

Review practices

Follow the 5-step enhanced cleaning process

All hosts are required to follow the enhanced cleaning process between guest stays. They were developed in partnership with experts in an effort to curb the spread of COVID-19.

Review process

Provide directions

Check that your guest knows how to get to your place.

Send message

Customer support

[Visit Help Centre](#) • [Contact Airbnb](#)

Airbnb, Inc., [888 Brannan St, San Francisco, CA 94103, USA](#)



Laurel Duquette <lsduquette@gmail.com>

Reservation confirmed - Lora Pavlova arrives Jun. 30

1 message

Airbnb <automated@airbnb.com>

Mon, Jun 13, 2022 at 11:20 AM

Reply-To: "Lora (Airbnb)" <3kmowc5814kskdt9ci9k81mukcys@reply.airbnb.com>

To: lsduquette@gmail.com



New booking confirmed! Lora arrives Jun. 30.

Send a message to confirm check-in details or welcome Lora.

**Lora**

CA

On Airbnb since 2017

Hi Laurel, my boyfriend and I we will be arriving in the afternoon on June 30th with the rest of our family meeting us at the cottage later that evening.

Send Lora a message



Long Beach Hickey Road ›

Entire home/apt

Thursday

June 30, 2022

Check-in 2:00 PM–10:00
PM

Sunday

July 3, 2022

Checkout by 11:00 AM

Guests

5

Guests will now let you know if they're bringing children and infants. [Learn more](#)

Confirmation code

HMP39WZFCN

[View itinerary](#)

Payout

\$383.33 CAD x 3 Nights	\$1150.00 CAD
Cleaning fee	\$100.00 CAD
Service fee	-\$37.50 CAD

Total **\$1212.50 CAD**

The money you earn hosting will be sent to you 24 hours after your guest arrives. You can check your upcoming payments in your [Transaction History](#).

Cancellations

Your cancellation policy for guests is **Moderate**.

The penalties for cancelling this reservation include getting a public review that shows you cancelled, paying a cancellation fee, and having the cancelled nights blocked on your calendar.

[Read cancellation penalties](#)

Get ready for Lora's arrival

Review the COVID-19 safety practices

We've created a set of mandatory COVID-19 safety practices for both Airbnb hosts and guests. These include practicing social

distancing and wearing a mask.

Review practices

Follow the 5-step enhanced cleaning process

All hosts are required to follow the enhanced cleaning process between guest stays. They were developed in partnership with experts in an effort to curb the spread of COVID-19.

Review process

Provide directions

Check that your guest knows how to get to your place.

Send message

Customer support

[Visit Help Centre](#) • [Contact Airbnb](#)

Airbnb, Inc., [888 Brannan St, San Francisco, CA 94103, USA](#)



Laurel Duquette <lsduquette@gmail.com>

Reservation confirmed - Jacalyn Baker arrives Aug. 5

1 message

Airbnb <automated@airbnb.com>

Sun, Jul 31, 2022 at 5:29 PM

Reply-To: "Jacalyn (Airbnb)" <3kmowc581d4ppziy1jcnb0r770sq@reply.airbnb.com>

To: lsduquette@gmail.com



New booking confirmed!

Jacalyn arrives Aug. 5.

Send a message to confirm check-in details or welcome Jacalyn.

**Jacalyn**

Buffalo, New York, United States

On Airbnb since 2017

[Send Jacalyn a message](#)



Long Beach Hickey Road ›

Entire home/apt

Friday

August 5, 2022

Check-in 2:00 PM–10:00
PM

Monday

August 8, 2022

Checkout by 11:00 AM

Guests

2 adults, 2 children

Guests will now let you know if they're bringing children and infants. [Learn more](#)

Confirmation code

HMWR35HQFM

[View itinerary](#)

Payout

\$366.67 CAD x 3 Nights	\$1100.00 CAD
Cleaning fee	\$150.00 CAD
Service fee	-\$37.50 CAD

Total

\$1212.50 CAD

The money you earn hosting will be sent to you 24 hours after your guest arrives. You can check your upcoming payments in your [Transaction History](#).

Your guest paid \$144.92 in Occupancy Taxes. Airbnb remits these taxes on your behalf.

Cancellations

Your cancellation policy for guests is **Moderate**.

The penalties for cancelling this reservation include getting a public review that shows you cancelled, paying a cancellation fee, and having the cancelled nights blocked on your calendar.

[Read cancellation penalties](#)

Get ready for Jacalyn's arrival

Review the COVID-19 safety practices

We've created a set of mandatory COVID-19 safety practices for both Airbnb hosts and guests. These include practicing social distancing and wearing a mask.

[Review practices](#)

Follow the 5-step enhanced cleaning process

All hosts are required to follow the enhanced cleaning process between guest stays. They were developed in partnership with experts in an effort to curb the spread of COVID-19.

[Review process](#)

Provide directions

Check that your guest knows how to get to your place.

[Send message](#)

Customer support

[Visit Help Centre](#) • [Contact Airbnb](#)

Airbnb, Inc., [888 Brannan St, San Francisco, CA 94103, USA](#)



Laurel Duquette <lsduquette@gmail.com>

Reservation confirmed - Eva Zukowski arrives Aug. 8

1 message

Airbnb <automated@airbnb.com>

Sun, Jul 31, 2022 at 9:35 AM

Reply-To: "Eva (Airbnb)" <3kmowc581ryn6gzfi0t4s1vvp4yi@reply.airbnb.com>

To: lsduquette@gmail.com



New booking confirmed! Eva arrives Aug. 8.

Send a message to confirm check-in details or welcome Eva.

**Eva**

Toronto, Ontario, Canada

On Airbnb since 2015

[Send Eva a message](#)



Long Beach Hickey Road ›

Entire home/apt

Monday

August 8, 2022

Check-in 2:00 PM–10:00
PM

Friday

August 12, 2022

Checkout by 11:00 AM

Guests

8

Guests will now let you know if they're bringing children and infants. [Learn more](#)

Confirmation code

HMJDS2QTBK

[View itinerary](#)

Payout

\$300.00 CAD x 4 Nights	\$1200.00 CAD
Cleaning fee	\$150.00 CAD
Service fee	-\$40.50 CAD

Total **\$1309.50 CAD**

The money you earn hosting will be sent to you 24 hours after your guest arrives. You can check your upcoming payments in your [Transaction History](#).

Your guest paid \$200.28 CAD in Occupancy Taxes. Airbnb remits these taxes on your behalf.

Cancellations

Your cancellation policy for guests is **Moderate**.

The penalties for cancelling this reservation include getting a public review that shows you cancelled, paying a cancellation fee, and having the cancelled nights blocked on your calendar.

[Read cancellation penalties](#)

Get ready for Eva's arrival

Review the COVID-19 safety practices

We've created a set of mandatory COVID-19 safety practices for both Airbnb hosts and guests. These include practicing social distancing and wearing a mask.

[Review practices](#)

Follow the 5-step enhanced cleaning process

All hosts are required to follow the enhanced cleaning process between guest stays. They were developed in partnership with experts in an effort to curb the spread of COVID-19.

[Review process](#)

Provide directions

Check that your guest knows how to get to your place.

[Send message](#)

Customer support

[Visit Help Centre](#) • [Contact Airbnb](#)

Airbnb, Inc., [888 Brannan St, San Francisco, CA 94103, USA](#)



Laurel Duquette <lsduquette@gmail.com>

Reservation confirmed - Jacalyn Baker arrives Aug. 12

1 message

Airbnb <automated@airbnb.com>

Sun, Jul 31, 2022 at 5:29 PM

Reply-To: "Jacalyn (Airbnb)" <3kmowc5813jiisbruc5g4092p1o1@reply.airbnb.com>

To: lsduquette@gmail.com



New booking confirmed!

Jacalyn arrives Aug. 12.

Send a message to confirm check-in details or welcome Jacalyn.

**Jacalyn**

Buffalo, New York, United States

On Airbnb since 2017

[Send Jacalyn a message](#)



Long Beach Hickey Road ›

Entire home/apt

Friday

August 12, 2022

Check-in 2:00 PM–10:00
PM

Tuesday

August 16, 2022

Checkout by 11:00 AM

Guests

2 adults, 2 children

Guests will now let you know if they're bringing children and infants. [Learn more](#)

Confirmation code

HMC4FMZQZ8

[View itinerary](#)

Payout

\$350.00 CAD x 4 Nights	\$1400.00 CAD
Cleaning fee	\$150.00 CAD
Service fee	-\$46.50 CAD

Total **\$1503.50 CAD**

The money you earn hosting will be sent to you 24 hours after your guest arrives. You can check your upcoming payments in your [Transaction History](#).

Your guest paid \$179.69 in Occupancy Taxes. Airbnb remits these taxes on your behalf.

Cancellations

Your cancellation policy for guests is **Moderate**.

The penalties for cancelling this reservation include getting a public review that shows you cancelled, paying a cancellation fee, and having the cancelled nights blocked on your calendar.

[Read cancellation penalties](#)

Get ready for Jacalyn's arrival

Review the COVID-19 safety practices

We've created a set of mandatory COVID-19 safety practices for both Airbnb hosts and guests. These include practicing social distancing and wearing a mask.

[Review practices](#)

Follow the 5-step enhanced cleaning process

All hosts are required to follow the enhanced cleaning process between guest stays. They were developed in partnership with experts in an effort to curb the spread of COVID-19.

[Review process](#)

Provide directions

Check that your guest knows how to get to your place.

[Send message](#)

Customer support

[Visit Help Centre](#) • [Contact Airbnb](#)

Airbnb, Inc., [888 Brannan St, San Francisco, CA 94103, USA](#)



Laurel Duquette <lsduquette@gmail.com>

Reservation confirmed - Bethany Touchette arrives Aug. 16

1 message

Airbnb <automated@airbnb.com>

Wed, Aug 3, 2022 at 11:01 AM

Reply-To: "Bethany (Airbnb)" <3kmowc58137w0dwcf0t4s00demi2@reply.airbnb.com>

To: lsduquette@gmail.com



New booking confirmed!

Bethany arrives Aug. 16.

Send a message to confirm check-in details or welcome Bethany.

**Bethany**

CA

On Airbnb since 2021

[Send Bethany a message](#)



Long Beach Hickey Road ›

Entire home/apt

Tuesday

August 16, 2022

Check-in 2:00 PM–10:00
PM

Friday

August 19, 2022

Checkout by 11:00 AM

Guests

5 adults, 2 children

Guests will now let you know if they're bringing children and infants. [Learn more](#)

Confirmation code

HMF5JHK5N2

[View itinerary](#)

Payout

\$300.00 CAD x 3 Nights	\$900.00 CAD
Cleaning fee	\$150.00 CAD
Service fee	-\$31.50 CAD

Total **\$1018.50 CAD**

The money you earn hosting will be sent to you 24 hours after your guest arrives. You can check your upcoming payments in your [Transaction History](#).

Your guest paid \$155.77 CAD in Occupancy Taxes. Airbnb remits these taxes on your behalf.

Cancellations

Your cancellation policy for guests is **Moderate**.

The penalties for cancelling this reservation include getting a public review that shows you cancelled, paying a cancellation fee, and having the cancelled nights blocked on your calendar.

[Read cancellation penalties](#)

Get ready for Bethany's arrival

Review the COVID-19 safety practices

We've created a set of mandatory COVID-19 safety practices for both Airbnb hosts and guests. These include practicing social distancing and wearing a mask.

[Review practices](#)

Follow the 5-step enhanced cleaning process

All hosts are required to follow the enhanced cleaning process between guest stays. They were developed in partnership with experts in an effort to curb the spread of COVID-19.

[Review process](#)

Provide directions

Check that your guest knows how to get to your place.

[Send message](#)

Customer support

[Visit Help Centre](#) • [Contact Airbnb](#)

Airbnb, Inc., [888 Brannan St, San Francisco, CA 94103, USA](#)



Laurel Duquette <lsduquette@gmail.com>

Reservation confirmed - Lynda Underfinger arrives Jul. 13

1 message

Airbnb <automated@airbnb.com>

Wed, Aug 31, 2022 at 11:49 AM

Reply-To: "Lynda (Airbnb)" <3kmowc58182ttfyehuozn1q1v2on@reply.airbnb.com>

To: lsduquette@gmail.com



New booking confirmed! Lynda arrives Jul. 13.

Send a message to confirm check-in details or welcome Lynda.

**Lynda**

Vaughan, Ontario, Canada

On Airbnb since 2018

[Send Lynda a message](#)



Long Beach Hickey Road ›

Entire home/apt

Thursday

July 13, 2023

Check-in 2:00 PM–10:00
PM

Sunday

July 16, 2023

Checkout by 11:00 AM

Guests

6

Guests will now let you know if they're bringing children and infants. [Learn more](#)

Confirmation code

HMFSRWDEQR

[View itinerary](#)

Payout

\$366.67 CAD x 3 Nights	\$1100.00 CAD
Cleaning fee	\$150.00 CAD
Service fee	-\$37.50 CAD

Total

\$1212.50 CAD

The money you earn hosting will be sent to you 24 hours after your guest arrives. You can check your upcoming payments in your [Transaction History](#).

Your guest paid \$185.44 CAD in Occupancy Taxes. Airbnb remits these taxes on your behalf.

Cancellations

Your cancellation policy for guests is **Moderate**.

The penalties for cancelling this reservation include getting a public review that shows you cancelled, paying a cancellation fee, and having the cancelled nights blocked on your calendar.

[Read cancellation penalties](#)

Get ready for Lynda's arrival

Review the COVID-19 safety practices

We've created a set of mandatory COVID-19 safety practices for both Airbnb hosts and guests. These include practicing social distancing and wearing a mask.

[Review practices](#)

Follow the 5-step enhanced cleaning process

All hosts are required to follow the enhanced cleaning process between guest stays. They were developed in partnership with experts in an effort to curb the spread of COVID-19.

[Review process](#)

Provide directions

Check that your guest knows how to get to your place.

[Send message](#)

Customer support

[Visit Help Centre](#) • [Contact Airbnb](#)

Airbnb, Inc., [888 Brannan St, San Francisco, CA 94103, USA](#)



Laurel Duquette <lsduquette@gmail.com>

Reservation confirmed - Nicole Keddie arrives Aug. 3

1 message

Airbnb <automated@airbnb.com>

Tue, Aug 1, 2023 at 1:30 PM

Reply-To: "Nicole (Airbnb)" <3kmowc581ow1z4q69slx1134y3ir@reply.airbnb.com>

To: lsduquette@gmail.com



New booking confirmed! Nicole arrives Aug. 3.

Send a message to confirm check-in details or welcome Nicole.

**Nicole**

✓ Identity verified

🏠 CA

Hi Laurel! I will be traveling with my daughter and 3 Norwegian children who have come into my care after being taken away from their mom on a flight into Toronto. Their first 4 weeks in Canada have been appointments with doctors, CAS and therapy. The next 4 weeks I'm hoping to tour them around and show them our beautiful province. I came across your place and knew instantly this should be our first stop. It's a very welcoming home. I can't wait for the kids to have the wind whisp away their worries and for them to run and play barefoot in the sand!

I have a nanny joiningus as well. She is a young woman from Mexico who hasn't seen much in Ontario either!!

Send Nicole a Message

Long Beach Hickey Road

Entire home/apt

Check-in

Thu., Aug. 3

2:00 p.m.

Checkout

Thu., Aug. 10

10:00 a.m.

Guests

2 adults, 4 children

More details about who's coming

Guests will now let you know if they're bringing children and infants. [Learn more](#)

Confirmation code

HM8TSHSANE

[View itinerary.](#)

Guest paid

\$450.00 x 7 nights	\$3,150.00
Cleaning fee	\$350.00
Guest service fee	\$494.12
Occupancy taxes	\$519.24
Total (CAD)	\$4,513.36

Host payout

\$450.00 x 7 nights	\$3,150.00
Cleaning fee	\$350.00
Service fee	-\$105.00
Total (CAD)	\$3,395.00

The money you earn hosting will be sent to you 24 hours after your guest arrives. You can check your upcoming payments in your **Transaction History.**

Your guest paid \$519.24 in Occupancy Taxes. Airbnb remits these taxes on your behalf.

Cancellations

Your cancellation policy for guests is **Firm**.

The penalties for canceling this reservation include getting a public review that shows you canceled, paying a cancellation fee, and having the canceled nights blocked on your calendar.

[Read about cancellation penalties](#)

Get ready for Nicole's arrival

Review the COVID-19 safety practices

We've created a set of mandatory COVID-19 safety practices for both Airbnb hosts and guests. These include practicing social distancing and wearing a mask.

[Review practices](#)

Follow the 5-step enhanced cleaning process

All hosts are required to follow the enhanced cleaning process between guest stays. They were developed in partnership with experts in an effort to curb the spread of COVID-19.

[Review process](#)

Provide directions

Check that your guest knows how to get to your place.

[Send message](#)



Top-to-bottom protection, included every time you host.

[Learn more](#)

Customer support

Contact our support team 24/7 from anywhere in the world.

[Visit Help Centre](#)

[Contact Airbnb](#)



Airbnb Ireland UC
[8 Hanover Quay](#)
[Dublin 2, Ireland](#)

Payment Terms between you and:
Airbnb Payments UK Ltd.
Suite 1, 3rd Floor
[11-12 St. James's Square](#)
[London, SW1Y 4LB](#)
[United Kingdom](#)

Get the Airbnb app





Laurel Duquette <loduquette@gmail.com>

Reservation confirmed - Rachel O'Donnell arrives Aug. 10

1 message

Airbnb <automated@airbnb.com>

Tue, Aug 8, 2023 at 5:29 PM

Reply-To: "Rachel (Airbnb)" <3kmowc581j49jqcsvleqe12a68db@reply.airbnb.com>

To: loduquette@gmail.com



New booking confirmed! Rachel arrives Aug. 10.

Send a message to confirm check-in details or welcome Rachel.

**Rachel**

✓ Identity verified · 1 review

🏠 West Seneca, NY

[Send Rachel a Message](#)

Long Beach Hickey Road

Entire home/apt

Check-in

Thu., Aug. 10

2:00 p.m.

Checkout

Sun., Aug. 13

10:00 a.m.

Guests

4 adults, 1 child

More details about who's coming

Guests will now let you know if they're bringing children and infants. [Learn more](#)

Confirmation code

HMQTEW5PXR

[View itinerary](#)

Guest paid

\$450.00 x 3 nights	\$1,350.00
Cleaning fee	\$350.00
Guest service fee	\$240.00
Occupancy taxes	\$252.21
Total (CAD)	\$2,192.21

Host payout

\$450.00 x 3 nights	\$1,350.00
Cleaning fee	\$350.00
Service fee	-\$51.00
Total (CAD)	\$1,649.00

The money you earn hosting will be sent to you 24 hours after your guest arrives. You can check your upcoming payments in your **Transaction History**.

Your guest paid \$252.21 in Occupancy Taxes. Airbnb remits these taxes on your behalf.

Cancellations

Your cancellation policy for guests is **Firm**.

The penalties for canceling this reservation include getting a public review that shows you canceled, paying a cancellation fee, and having the canceled nights blocked on your calendar.

[Read about cancellation penalties](#)

Get ready for Rachel's arrival

Review the COVID-19 safety practices

We've created a set of mandatory COVID-19 safety practices for both Airbnb hosts and guests. These include practicing social distancing and wearing a mask.

[Review practices](#)

Follow the 5-step enhanced cleaning process

All hosts are required to follow the enhanced cleaning process between guest stays. They were developed in partnership with experts in an effort to curb the spread of COVID-19.

[Review process](#)

Provide directions

Check that your guest knows how to get to your place.

[Send message](#)

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for Hosts

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Customer support

Contact our support team 24/7 from anywhere in the world.

[Visit Help Centre](#)

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Airbnb Ireland UC
[8 Hanover Quay](#)
[Dublin 2, Ireland](#)

Payment Terms between you and:
Airbnb Payments, Inc.
[888 Brannan St.](#)
[San Francisco, CA 94103](#)

Get the Airbnb app



THIS IS EXHIBIT "C" TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

A compilation of screenshots: Screenshot 2024-06-27 at 8.32.55 AM to Screenshot 2024-06-27 at 09.11.11.36 AM showing my Airbnb listing was opened from Sat. April 20 to Mon. April 22, Fri. April 27 to Mon. May 6 and Thurs. May 9 – Mon. May 13, 2024.

April 20, 2024

- Lake Erie
Service fee settings updated
By Laurel Duquette · 10:06 AM
- Lake Erie
Listing activated
By Laurel Duquette · 10:06 AM
- Lake Erie
Description updated
By Laurel Duquette · 10:05 AM
- Lake Erie
Calendar availability updated
By Laurel Duquette · 10:01 AM
- Lake Erie
Calendar availability updated
By Laurel Duquette · 10:00 AM
- Lake Erie
Custom trip length minimum stay updated
By Laurel Duquette · 9:59 AM
- Lake Erie
Calendar availability updated
By Laurel Duquette · 9:59 AM
- Lake Erie
Base price updated
By Laurel Duquette · 9:55 AM

April 27, 2024

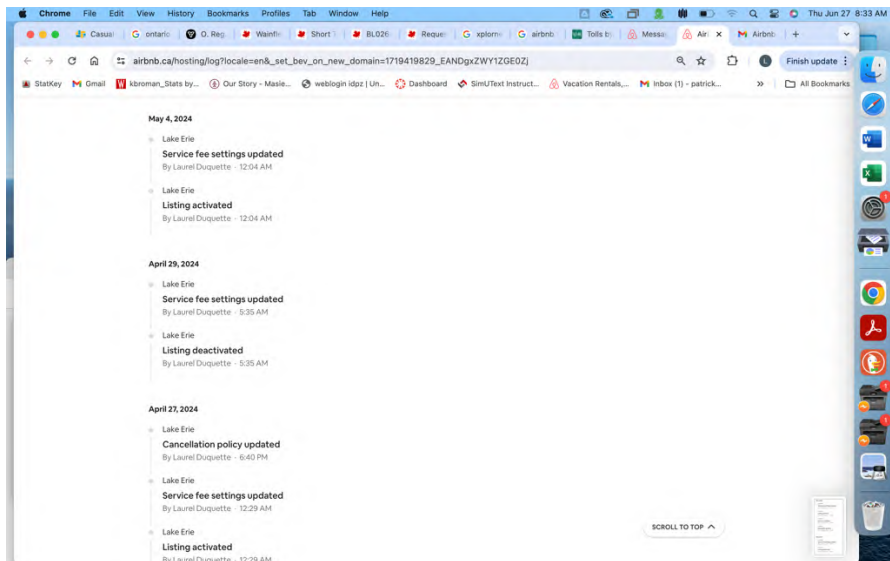
- Lake Erie
Cancellation policy updated
By Laurel Duquette · 6:40 PM
- Lake Erie
Service fee settings updated
By Laurel Duquette · 12:29 AM
- Lake Erie
Listing activated
By Laurel Duquette · 12:29 AM

April 26, 2024

- Lake Erie
Number of beds updated
By Laurel Duquette · 4:46 PM

April 22, 2024

- Lake Erie
Service fee settings updated
By Laurel Duquette · 12:29 AM
- Lake Erie
Listing deactivated
By Laurel Duquette · 12:29 AM



May 9, 2024

- Lake Erie
Service fee settings updated
By Laurel Duquette · 9:51 AM
- Lake Erie
Listing activated
By Laurel Duquette · 9:51 AM
- Lake Erie
Base price updated
By Laurel Duquette · 9:51 AM
- Lake Erie
Description updated
By Laurel Duquette · 9:50 AM

May 6, 2024

- Lake Erie
Service fee settings updated
By Laurel Duquette · 12:11 AM
- Lake Erie
Listing deactivated
By Laurel Duquette · 12:11 AM

May 13, 2024

● Lake Erie

Service fee settings updated

By Laurel Duquette · 12:09 AM

● Lake Erie

Listing deactivated

By Laurel Duquette · 12:09 AM

THIS IS EXHIBIT " D" TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

ORDER

Pursuant to section 8 of the Municipal Act, 2001, S.O. 2001, c. 25 ("Municipal Act, 2001" or "the statute") and BY-LAW NO. 026-2023 Being a By-Law to Licence and Regulate Short-Term Rentals in the Township of Wainfleet.

Short-Term Rental Licensing File No. STR-080-2024

ORDER ISSUED TO:	Municipal Address to Which Order Applies:
Laurel Duquette	12211 Hickey Road
298 Waverly Road	Wainfleet, ON
Toronto, ON M4L 3T6	ROLL #: 271400000524300

An Inspection on or about **May 09, 2024** of your property, indicated the property does not comply with the standards prescribed by the Township of Wainfleet's Short-Term Rental By-Law No. 026-2023, specifically:

ITEM#	STANDARD (Short-Term Rental By-Law Provision)	REQUIRED WORK
1.	4.3. No Person shall operate a Short-Term Rental Unit without holding a current and valid Licence issued in accordance with this By-law. For greater certainty, in the event that a Property contains more than one Dwelling Unit to be used as a Short-Term Rental Unit, each Dwelling Unit shall be considered a separate Short-Term Rental Unit for which a current and valid Licence is required.	Apply and obtain a valid Short-Term Rental Licence on or before May 23, 2024
2.	4.4. No Person shall advertise a Short-Term Rental Unit without a Licence or for which a Licence has expired, been revoked or is under suspension	1.Remove all online platforms advertising for the dwelling unit at the property on or before May 23, 2024. 2.Remove Live Airbnb Listing.

You, as the Owner / Occupant of the property, are ordered to carry out the work as set out above by **May 23, 2024**. When this date has expired, a re-inspection will occur.



**Short-Term Rental Licensing
& By-Law Enforcement Office**
31940 Highway 3, PO Box 40,
Wainfleet ON L0S 1V0
T. [905-899-3463](tel:905-899-3463) x294
E. str@wainfleet.ca

PLEASE NOTE that the Township of Wainfleet Website and Short-Term Rental application process became active **November 22, 2023**, a Public Notice sent to every property owner inside the latest tax bill insert mailed on **January 16, 2024**, every individual property owner will be issued a penalty (fine) for each day they are not in compliance after **May 23, 2024**, and that the above provisions will remain active against the property for 12 months after the due date or compliance has been met. No notice will be sent if further violations of the above provisions occur within that 12-month period, and the Township of Wainfleet may complete any of the actions stated within **(a)**, or **(b)** of this Order below.

AND TAKE NOTICE that if you do not comply with this Order within the time specified, the Township of Wainfleet:

- (a) may lay a charge for failing to comply with Township of Wainfleet Short-Term Rental By-Law;
- (b) may take other legal action to obtain compliance with the Township of Wainfleet Short-Term Rental By-Law.

Issued and sent via registered mail on **May 10, 2024**.

Cory Guttin
**Short-Term Rental Licensing &
Municipal Law Enforcement Officer**
Township of Wainfleet
Website: www.wainfleet.ca/str
Email: cguttin@wainfleet.ca
P: 905-899-3463 Ext. 294

THIS IS EXHIBIT " E" TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. 026-2023

Being a By-law to Licence and Regulate Short-Term
Rentals in the Township of Wainfleet.

WHEREAS section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*" or "the statute") provides that the powers of a municipality under the statute or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the statute or any other Act;

AND WHEREAS section 11 of the *Municipal Act, 2001* authorizes a municipality to pass by-laws respecting the economic, social and environmental well-being of the municipality, the health, safety and well-being of persons and the protection of persons and property;

AND WHEREAS section 151 of the *Municipal Act, 2001* authorizes a municipality to provide for a system of licences with respect to a business or any activity, matter or thing for which a by-law may be passed under sections 9 and 11 of the statute;

AND WHEREAS section 391 of the *Municipal Act, 2001* authorizes a municipality to impose fees and charges on persons for services or activities provided or done by or on behalf of the municipality;

AND WHEREAS section 425 of the *Municipal Act, 2001* authorizes a municipality to create offences for the contravention of its by-laws;

AND WHEREAS section 429 of the *Municipal Act, 2001* authorizes a municipality to establish a system of fines for offences under its by-laws;

AND WHEREAS section 434.1 of the *Municipal Act, 2001* authorizes a municipality to establish a system of administrative monetary penalties to assist the municipality in promoting compliance with its by-laws;

AND WHEREAS section 436 of the *Municipal Act, 2001* authorizes a municipality to pass by-laws providing that the municipality may enter onto any land at any reasonable time for the purpose of carrying out an inspection to determine compliance with a by-law, direction, order or condition of a licence;

AND WHEREAS the Council of the Corporation of the Township of Wainfleet considers it necessary and desirable to regulate and licence Short-Term Rentals as described herein;

NOW THEREFORE the Council of the Corporation of the Township of Wainfleet enacts as follows:

1. SHORT TITLE

1.1. This By-law shall be known as the “Short-Term Rental Licensing By-law”.

2. DEFINITIONS

2.1. For the purposes of this By-law:

“Administrative Monetary Penalty” means a monetary penalty administered pursuant to Township By-law No. 027-2019, as amended from time to time.

“Agent” means a Person duly appointed by an Owner or Licensee to act on behalf of the Owner or Licensee in relation to a Short-Term Rental Unit.

“Appeals Committee” means a committee duly appointed by the Township or Council to conduct hearings under this By-law.

“Applicable Law” means all applicable by-laws of the Township and Niagara Region and all applicable provincial and federal statutes and regulations.

“Applicant” means a Person applying for a new Licence or the renewal of a Licence under this By-law.

“Application Form” means a form prepared by the Township to obtain from Applicants the information necessary for the issuance of a Licence.

“Bed and Breakfast” means a Short-Term Rental Unit that is situated at the Primary Residence of the Owner and, where the Primary Residence contains more than one (1) Dwelling Unit, is located in the Dwelling Unit occupied by the Owner.

“Building Code Act” means the *Building Code Act, 1992*, S.O. 1992, c. 23.

“Building Code” means Ontario Regulation 332/12 established under the *Building Code Act*.

“By-law” means this Short-Term Rental Licensing By-law.

“Council” means the Council of the Township.

“Dwelling Unit” means one (1) or more rooms designed and used or intended to be used as a home by one (1) or more persons and usually containing cooking, living, sleeping and sanitary facilities, and does not mean or include a tent, Trailer, Mobile Home, or a room or suite of rooms in a Boarding or Rooming House or in a Motel or Hotel as those terms are defined in Township By-law No. 034-2014, as amended from time to time.

“Electrical Safety Code” means Ontario Regulation 164/99 established under the *Electricity Act, 1998*, S.O. 1998, c. 15, Sched. A.

“Fees and Charges By-law” means Township By-law No. 013-2023, as enacted, amended or replaced from time to time.

“Fire Code” means Ontario Regulation 213/07 established under the *Fire Protection and Prevention Act*.

“Fire Protection and Prevention Act” means the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4.

“Fire Safety Plan” means a written document that sets out the actions to be taken in the event of a fire emergency at a Short-Term Rental Unit, a floor plan for the Short-Term Rental Unit including the location of all emergency exits and all fire-related safety equipment, contact information for the Licensee and/or the Agent of the Licensee, and an undertaking of the Licensee to comply with all applicable laws in relation to fire safety.

“Licence” means a licence issued under this By-law for the operation of a Short-Term Rental Unit.

“Licence Administrator” means the by-law enforcement officer authorized by the Township to administer this By-law or his/her designate.

“Licensee” means any Person who holds a valid and current Licence issued under this By-law.

“Local Contact Person” means a Person duly appointed by an Owner, Licensee or Agent who will attend at the Short-Term Rental Unit within forty-five (45) minutes of being contacted by the Township and who will, upon each such attendance, ensure that the Short-Term Rental Unit is operated in accordance with the provisions of this By-law and the conditions of the Licence.

“Niagara Region” means the Regional Municipality of Niagara.

“Occupant” means any Person present at a Short-Term Rental Unit and **“Occupancy”** shall have a corresponding meaning.

“Officer” means any by-law enforcement officer appointed by Council for the purpose of enforcing by-laws of the Township or any provincial offences officer, member of the Niagara Regional Police Service and/or member of the Ontario Provincial Police.

“Owner” means any Person that is a registered owner of a Property.

“Person” means an individual, firm, corporation, association or partnership.

“Primary Residence” means a Property containing one (1) or more Dwelling Units that is identified as the principal residence of the Owner for income tax purposes and which is occupied by the Owner.

“Property” means any land or premises within the Township.

“Qualified Inspector” means a person who has the qualifications set out in Division C, Section 3.3, Article 3.3.3.1 and Article 3.3.3.2 of the Building Code but does not include any person employed by the Township.

“Short-Term Rental Unit” means all or part of a Dwelling Unit used to provide sleeping accommodations to one (1) or more persons other than the Owner for a period of not more than thirty (30) consecutive days in exchange for payment but does not include a Boarding or Rooming House or Motel or Hotel as those terms are defined in Township By-law No. 034-2014, as amended from time to time.

“Township” means the Township of Wainfleet.

3. APPLICATION

3.1. This By-law shall apply to all Short-Term Rental Units within the Township.

4. PROHIBITIONS

- 4.1. No Person shall operate a Short-Term Rental Unit at any Property purchased by the Owner on or after June 21, 2022, being the date on which Township of Wainfleet Interim Control By-law No. 031-0222 was passed, unless the Property on which the Short-Term Rental Unit is situated has been owned by the Owner for not less than two (2) years prior to the date of the application for a Licence under this By-law. For greater certainty, this provision does not apply to Short-Term Rental Units operated at a Property owned by the Owner prior to June 21, 2022.
- 4.2. No Person shall operate a Bed and Breakfast at a Property other than the Primary Residence of the Owner and, where the Primary Residence contains more than one (1) Dwelling Unit, in any Dwelling Unit other than that occupied by the Owner.
- 4.3. No Person shall operate a Short-Term Rental Unit without holding a current and valid Licence issued in accordance with this By-law. For greater certainty, in the event that a Property contains more than one Dwelling Unit to be used as a Short-Term Rental Unit, each Dwelling Unit shall be considered a separate Short-Term Rental Unit for which a current and valid Licence is required.
- 4.4. No Person shall advertise a Short-Term Rental Unit without a Licence or for which a Licence has expired, been revoked or is under suspension.
- 4.5. No Person shall operate a Short-Term Rental Unit without a Licence or for which a Licence has expired, been revoked or is under suspension.
- 4.6. No Person shall falsely hold himself, herself or itself out to be a Licensee.
- 4.7. No Person shall contravene or fail to comply with a term or condition of a Licence issued in accordance with this By-law.

- 4.8. No Person shall advertise a Short-Term Rental Unit with more than one (1) stay period within seven (7) consecutive days. Notwithstanding the foregoing, a Bed and Breakfast may advertise more than one (1) stay period within seven (7) consecutive days where the Property at which it is situated is occupied by the Owner for the duration of the stay period(s).
- 4.9. No Person shall operate a Short-Term Rental Unit with more than one (1) stay period within seven (7) consecutive days. Notwithstanding the foregoing, a Bed and Breakfast may operate with more than one (1) stay period within seven (7) consecutive days where the Property at which it is situated is occupied by the Owner for the duration of the stay period(s).
- 4.10. No Person shall advertise a Short-Term Rental Unit that contains more than three (3) bedrooms. All bedrooms in excess of three (3) shall be closed off with appropriate signage posted on the door(s).
- 4.11. No Person shall operate a Short-Term Rental Unit that contains more than three (3) bedrooms. All bedrooms in excess of three (3) shall be closed off with appropriate signage posted on the door(s).
- 4.12. No Person shall advertise a Short-Term Rental Unit with an Occupancy that exceeds the maximum Occupancy limits of two (2) people per bedroom. (Six (6) people for a three (3) bedroom unit, four (4) people for a two (2) bedroom unit, and two (2) people for a one (1) bedroom unit).
- 4.13. No Person shall operate a Short-Term Rental Unit with an Occupancy that exceeds the maximum Occupancy limits of two (2) people per bedroom. (Six (6) people for a three (3) bedroom unit, four (4) people for a two (2) bedroom unit, and two (2) people for a one (1) bedroom unit).
- 4.14. No Person shall cause or permit any vehicle to be parked on any part of a Property where a Short-Term Rental Unit is situated other than in a designated driveway as shown in a site sketch submitted to and approved by the Township pursuant to section 6.4 or section 6.5 of this By-law.
- 4.15. No Short-Term Rental Unit shall be operated during any period in which a building permit that has been issued to the Owner in relation to the Property where the Short-Term Rental Unit is situated remains open.

5. ADMINISTRATION

- 5.1. This By-law shall be administered by the Licence Administrator, who shall perform all administrative functions conferred upon him or her by this By-law and without limitation may:
 - (a) receive and process all applications for new Licences and renewals of Licences under this By-law;
 - (b) issue Licences in accordance with this By-law;

- (c) impose terms and/or conditions on Licences in accordance with this By-law;
- (d) refuse to issue or renew a Licence, revoke a Licence or suspend a Licence in accordance with this By-law; and
- (e) conduct inspections of Short-Term Rental Units in accordance with this By-law.

6. APPLICATIONS FOR NEW LICENCE AND RENEWAL OF A LICENCE

- 6.1. Every application for a new Licence or a renewal of a Licence shall be submitted in accordance with this By-law and shall be accompanied by the full Licence fee as set out in the Fees and Charges By-law.
- 6.2. There shall be a separate Licence application for each Short-Term Rental Unit. In the event that a Property contains more than one Dwelling Unit to be used as a Short-Term Rental Unit, each Dwelling Unit shall be considered a separate Short-Term Rental Unit for which a separate Licence application is required.
- 6.3. Every Applicant for a new Licence or a renewal of a Licence shall be the Owner of the Property where the Short-Term Rental Unit is situated or the Agent of the Owner. However, only the Owner of the Property is eligible to become a Licensee. For greater certainty, any Licence issued pursuant to this By-law shall be issued only to the Owner and not to an Agent or any other Person.
- 6.4. Every application for a new Licence shall include a completed Application Form and the following information and documents:
 - (a) the name and contact particulars of the Owner including address, telephone number and email address and, where the Owner is not the Local Contact Person, the name and contact particulars of the Local Contact Person including address, telephone number and email address;
 - (b) the name and contact particulars of any Agent including address, telephone number and email address;
 - (c) the municipal address and legal description of the Short-Term Rental Unit;
 - (d) a site sketch depicting the location of the Short-Term Rental Unit, including any proposed garbage and refuse area(s) and designated driveway(s), which is subject to approval by the Licence Administrator prior to issuing a Licence;
 - (e) a floor plan of the Short-Term Rental Unit clearly indicating the location and number of rooms;
 - (f) the proposed total Occupancy limit in accordance with section 4.13 of this By-law, which is subject to approval by the Licence Administrator prior to issuing a Licence;

- (g) a Fire Safety Plan;
 - (h) a fire safety inspection report from Township Fire Services dated within sixty (60) days of the date of the application confirming that the Property and its proposed use as a Short-Term Rental Unit comply with the *Fire Protection and Prevention Act* and the Fire Code, which report shall be prepared at the expense of the Applicant and/or Owner;
 - (i) a report dated within thirty (30) days of the date of the application confirming that the drinking water at the Short-Term Rental Unit is potable and safe for consumption;
 - (j) a proposed form of “Boil Water Advisory” notice to be posted in all rooms of the Short-Term Rental Unit in a conspicuous and visible location, which is subject to approval by the Licence Administrator prior to issuing a Licence;
 - (k) a report from a Qualified Inspector dated within thirty (30) days of the date of the application confirming that the septic system at the Short-Term Rental Unit is functional and adequate for the maximum Occupancy of the Short-Term Rental Unit;
 - (l) proof of insurance for use as a Short-Term Rental Unit;
 - (m) consent for the Township to use any information, database and/or registry available to it to verify information provided by the Applicant or to enforce the provisions of this By-law;
 - (n) where the Applicant is an Agent, an authorization and consent form signed by the Owner authorizing the Agent to act on the Owner’s behalf;
 - (o) where section 4.1 of this By-law applies, documentation to establish, to the satisfaction of the Township, that the Property on which the Short-Term Rental Unit is situated has been owned by the Owner for not less than two (2) years prior to the date of the application;
 - (p) where the Short-Term Rental Unit is a Bed and Breakfast, documentation to establish, to the satisfaction of the Township, that the Property and, where applicable the Dwelling Unit, at which the Bed and Breakfast is located is the Primary Residence of and, where applicable, the Dwelling Unit occupied by, the Owner; and
 - (q) a statement signed by the Owner certifying the accuracy, truthfulness and completeness of the application.
- 6.5. Every application for a renewal of a Licence shall include a completed Application Form and the following information and documents where applicable:
- (a) the name and contact particulars of the Owner including address, telephone number and email address and, where the Owner is not the

Local Contact Person, the name and contact particulars of the Local Contact Person including address, telephone number and email address;

- (b) the name and contact particulars of any Agent including address, telephone number and email address;
- (c) the municipal address and legal description of the Short-Term Rental Unit;
- (d) a fire safety inspection report from Township Fire Services dated within sixty (60) days of the date of the application confirming that the Property and its proposed use as a Short-Term Rental Unit comply with the *Fire Protection and Prevention Act* and the Fire Code, which report shall be prepared at the expense of the Applicant and/or Owner;
- (e) a report dated within thirty (30) days of the date of the application confirming that the drinking water at the Short-Term Rental Unit is potable and safe for consumption;
- (f) a report from a Qualified Inspector dated within thirty (30) days of the date of the application confirming that the septic system at the Short-Term Rental Unit is functional and adequate for the maximum Occupancy of the Short-Term Rental Unit;
- (g) if there have been no changes to the site sketch, floor plan, Fire Safety Plan or electrical wiring, a statement signed by the Owner declaring that there have been no such changes;
- (h) if there have been changes to any of the site sketch, floor plan, Fire Safety Plan or electrical wiring, such updated documents as are necessary to satisfy the requirements of section 6.4 of this By-law;
- (i) proof of insurance for use as a Short-Term Rental Unit;
- (j) consent for the Township to use any information, database and/or registry available to it to verify information provided by the Applicant or to enforce the provisions of this By-law;
- (k) where the Applicant is an Agent, an authorization and consent form signed by the Owner authorizing the Agent to act on the Owner's behalf;
- (l) where the Short-Term Rental Unit is a Bed and Breakfast, documentation to establish, to the satisfaction of the Township, that the Property and, where applicable the Dwelling Unit, at which the Bed and Breakfast is located is the Primary Residence of and, where applicable, the Dwelling Unit occupied by, the Owner; and
- (m) a statement signed by the Owner certifying the accuracy, truthfulness and completeness of the application.

- 6.6. Notwithstanding section 6.5, the Licence Administrator may require the Applicant for a renewal of a Licence to include in the application anything that is required under section 6.4 where, in the opinion of the Licence Administrator, the renewal application is substantially different than the initial application or if circumstances warrant it.
- 6.7. Where a Licensee fails to submit an application to renew a Licence no less than ninety (90) days prior to its expiration, the application to renew the Licence will be processed as a new application under section 6.4.
- 6.8. The submission of an application to renew a Licence does not authorize, entitle or permit the Applicant to continue operating the Short-Term Rental Unit after the expiration of the existing Licence.

7. REVIEW OF APPLICATION AND PREMISES INSPECTION

- 7.1. The Licence Administrator shall receive all Licence applications and shall maintain a record to document all applications received and all Licences issued pursuant to this By-law. The Licence Administrator shall further establish and maintain a registry of all Short-Term Rental Units in the Township.
- 7.2. Upon receipt of a complete application as set out in section 6 of this By-law, the Licence Administrator may require such additional information and/or documents as the Licence Administrator determines are reasonably necessary to ascertain if the Applicant is entitled to a Licence under the provisions of this By-law.
- 7.3. Upon receipt of a complete application as set out in section 6 of this By-law and any additional information or documents required by the Licence Administrator in accordance with section 7.2 of this By-law, the Licence Administrator may require an inspection of the Short-Term Rental Unit to ascertain if the Applicant is entitled to a Licence under the provisions of this By-law.

8. ISSUANCE OF LICENCE

- 8.1. The Licence Administrator shall issue a new Licence or a renewal of a Licence to any Owner who meets the requirements of this By-law.
- 8.2. Notwithstanding section 8.1 of this By-law, the Licence Administrator may at any time impose such terms and conditions on a Licence as the Licence Administrator considers appropriate in the circumstances, including but not limited to terms and conditions pertaining to the size, location or particulars of the Short-Term Rental Unit, and may refuse to issue or renew a Licence or may suspend or revoke a Licence in accordance with sections 9 and 10 of this By-law.
- 8.3. The Licence fee paid by the Applicant for a new Licence or a renewal of a Licence is non-refundable if a decision is made by the Licence Administrator to refuse to issue or renew a Licence or to suspend or revoke a Licence.

- 8.4. Every Licence issued under this By-law shall be in the form that is prescribed by the Township and shall include without limitation the following information:
- (a) the Licence number;
 - (b) the municipal address of the Short-Term Rental Unit;
 - (c) the name, address and telephone number of the Owner/Licensee; and
 - (d) the date on which the Licence was issued and the date on which it expires.
- 8.5. All Licences issued or renewed pursuant to this By-law shall be valid for a period of one (1) year from the date of issuance or renewal, as the case may be.
- 8.6. Licences issued or renewed pursuant to this By-law are not transferable to any Owner or Short-Term Rental Unit other than those identified on the Licence. An otherwise valid Licence shall automatically expire upon a change in ownership of the Property where the Short-Term Rental Unit is situated.
- 8.7. Licences issued or renewed in accordance with this By-law are conditional upon the Licensee's compliance with this By-law, all Applicable Law and any terms or conditions imposed on the Licence.

9. REFUSAL TO ISSUE OR RENEW A LICENCE

- 9.1. The Licence Administrator may refuse to issue a new Licence or a renewal of a Licence where:
- (a) the past conduct of the Owner or the Agent of the Owner affords the Licence Administrator reasonable grounds to believe that the Owner or Agent has not or will not operate the Short-Term Rental Unit with honesty and integrity and/or in accordance with this By-law and all other Applicable Law;
 - (b) the Licence Administrator reasonably believes that an application or other document submitted by or on behalf of the Owner contains false information;
 - (c) the Licence Administrator reasonably believes that issuing a Licence may be adverse to the public interest;
 - (d) the Licence Administrator reasonably believes that issuing the Licence may pose a threat to the health and safety of persons or property;
 - (e) a Licence issued to the Owner was suspended or revoked under section 10 of this By-law within the previous two (2) years;
 - (f) a Short-Term Rental Unit or the Property on which it is situated is in violation of or is subject to any order or orders made under Applicable Law including any by-law of the Township or Niagara Region, the *Building Code*

Act, the Building Code, the *Fire Protection and Prevention Act* and/or the Fire Code;

- (g) the Owner owes any fine or fee to the Township in relation to the Short-Term Rental Unit; or
- (h) the Owner of the Property or the Property on which the Short-Term Rental Unit is situated is indebted to the Township by way of fines, administrative penalties, judgments and/or past due property taxes.

10. SUSPENSION OR REVOCATION OF LICENCE

10.1. The Licence Administrator may suspend or revoke a Licence at any time where:

- (a) the Licence was issued or renewed in error;
- (b) the Licensee contravenes the provisions of this By-law;
- (c) the Licensee fails to comply with the requirements of this By-law, all other Applicable Law and/or any terms or conditions imposed on the Licence;
- (d) the Short-Term Rental Unit and/or the Property on which it is situated do not comply with the provisions of this By-law or other Applicable Law;
- (e) the total number of demerit points imposed upon a Licensee in accordance with section 13 of this By-law exceeds the prescribed maximum;
- (f) the Licensee fails to pay any property taxes, administrative penalties or fines owing to the Township within the prescribed time;
- (g) the Licence Administrator reasonably believes that the Short-Term Rental Unit being licensed poses a threat to the health and safety of persons or property; or
- (h) the Licence Administrator becomes aware of any fact or facts which, if known at the time of the application, may have resulted in the Licence Administrator refusing to issue or renew the Licence.

10.2. The Licence Administrator may suspend a Licence for a period of time and subject to such terms and conditions that the Licence Administrator considers appropriate.

11. NOTICE AND APPEAL

11.1. Where the Licence Administrator refuses to issue or renew a Licence or suspends or revokes a Licence, the Licence Administrator shall provide written notice to the Applicant or Licensee of the decision and of the grounds on which the Licence was refused, suspended or revoked.

11.2. The written notice required under section 11.1 of this By-law shall be sent to the Applicant or Licensee by registered or regular mail, personal service or email to

the last known address of the Applicant or Licensee and shall be deemed to have been served on the fifth day after it was mailed or, in the case of email, on the day that it was sent.

- 11.3. An Applicant or Licensee whose Licence has been refused, suspended or revoked may, within ten (10) days of being notified of the refusal, suspension or revocation, as the case may be, submit an application to appeal to the Appeals Committee for a review of the decision.
- 11.4. An application to appeal to the Appeals Committee shall be submitted in writing to the Licence Administrator and shall be accompanied by the full appeal fee as set out in the Fees and Charges By-law.
- 11.5. Where no application to appeal is submitted to the Licence Administrator within the prescribed period, the decision of the Licence Administrator shall be final.
- 11.6. On appeal, the Appeals Committee may affirm, vary or reverse the decision of the Licence Administrator and may direct the Licence Administrator to issue, renew or reinstate a Licence.
- 11.7. The appeal fee paid by the Applicant for an application to appeal to the Appeals Committee shall be refunded in full if the Appeals Committee varies or reverses the decision of the Licence Administrator.
- 11.8. The decision of the Appeals Committee is final.
- 11.9. Matters arising during the course of an appeal that are not provided for in this By-law shall be governed by the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22.
- 11.10. No Person whose appeal from a decision to refuse, suspend or revoke a Licence has been finally decided by the Licence Administrator or the Appeals Committee shall apply for a Licence for one (1) year after the date of the final decision.

12. LICENCE CONDITIONS

- 12.1. The following conditions are attached to every Licence issued under this By-law:
 - (a) the Short-Term Rental Unit is lawfully constructed;
 - (b) when a Dwelling Unit is occupied as a Short-Term Rental Unit, a legible copy of the Licence shall be posted in a conspicuous interior location within one (1) metre of the primary entrance to the Short-Term Rental Unit;
 - (c) when a Dwelling Unit is occupied as a Short-Term Rental Unit, the Licensee shall ensure that no vehicle is stopped or parked on any part of the Property except in accordance with the site sketch submitted with the application;

- (d) when a Dwelling Unit is occupied as a Short-Term Rental Unit, a legible copy of the Fire Safety Plan shall be posted in a conspicuous interior location within one (1) metre of the primary entrance to the Short-Term Rental Unit;
 - (e) when a Dwelling Unit is occupied as a Short-Term Rental Unit, a legible copy of an approved Boil Water Advisory notice shall be posted in a conspicuous and visible location in each room containing plumbing of the Short-Term Rental Unit;
 - (f) the Licensee shall ensure compliance with all Applicable Law and Township By-laws;
 - (g) the Licensee shall allow, at any reasonable time and when permitted by law, the Township to inspect the Short-Term Rental Unit to ensure compliance with this By-law;
 - (h) the Licensee shall ensure that the Licensee, Agent or Local Contact Person of the Licensee is available to attend at the Short-Term Rental Unit at all times within a period of no more than forty-five (45) minutes after being contacted by telephone or email; and
 - (i) the Licensee shall maintain records in relation to the operation of the Short-Term Rental Unit, including the dates of use and the number of Occupants, and shall submit said records to the Licence Administrator upon request.
- 12.2. The Licence Administrator may, at any time during the term of a Licence, impose such additional terms and conditions as the Licence Administrator determines are necessary and appropriate to give effect to the purposes of this By-law.
- 12.3. Where a Licensee is dissatisfied with a term or condition imposed by the Licence Administrator in accordance with section 8.2 or section 12.2 of this By-law, the Licensee may request a review of the term or condition by the Appeals Committee in accordance with section 11 of this By-law.

13. DEMERIT SYSTEM

- 13.1. If at any time the Licence Administrator determines that the operation of a licensed Short-Term Rental Unit does not comply with this By-law, other Applicable Law and/or any terms or conditions imposed on the Licence, the Licence Administrator shall impose demerit points upon the Licensee in accordance with Schedule "A", which is attached hereto and forms part of this By-law.
- 13.2. Demerit points shall remain in place for two (2) years after the date of imposition.
- 13.3. Where a total of ten (10) demerit points is imposed upon a Licensee in relation to one Short-Term Rental Unit, the Licence for that Short-Term Rental Unit shall be suspended for a period of three (3) months from the date on which the tenth demerit point is imposed.

- 13.4. Where the Licensee fails to correct the violations that resulted in the imposition of the demerit points within the suspension period, the Licence for that Short-Term Rental Unit shall be revoked.
- 13.5. Where a total of fifteen (15) demerit points is imposed upon a Licensee in relation to two or more Short-Term Rental Units owned by the Licensee, the Licences for all Short-Term Rental Units shall be suspended for a period of three (3) months from the date on which the fifteenth demerit point is imposed.
- 13.6. Where the Licensee fails to correct the violations that resulted in the imposition of the demerit points within the suspension period, all Licenses shall be revoked.
- 13.7. A Licensee may submit an application to appeal to the Appeals Committee for a review of a decision to impose demerit points and/or to suspend or revoke one or more Licences under this section in accordance with section 11 of this By-law.

14. ENFORCEMENT

- 14.1. For the purposes of enforcing this By-law, the Licence Administrator or an Officer may exercise any power, authority or remedy granted to the Township pursuant to the *Municipal Act, 2001* and the *Provincial Offences Act, R.S.O. 1990, c. P. 33* ("*Provincial Offences Act*").
- 14.2. The Licence Administrator or an Officer may, at any reasonable time and when permitted by law, enter any Short-Term Rental Unit for the purpose of carrying out an inspection to determine if the Short-Term Rental Unit is in compliance with this By-law and may make any order necessary to bring the Short-Term Rental Unit into compliance.
- 14.3. Where the Owner of a Short-Term Rental Unit fails to comply with an order made pursuant to section 14.2 of this By-law within the time prescribed in the order, the Township may carry out any work necessary to bring the Short-Term Rental Unit into compliance, which work shall be done at the expense of the Owner.
- 14.4. No Person shall hinder or obstruct the Licence Administrator or an Officer carrying out an inspection for the purposes of enforcing this By-law, nor shall any Person hinder or obstruct the Township or its agents from carrying out any work necessary to bring a Short-Term Rental Unit into compliance with this By-law.

15. OFFENCES AND PENALTIES

- 15.1. Every Person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to such penalties as provided for in the *Municipal Act, 2001* and the *Provincial Offences Act*.
- 15.2. Where an Officer is satisfied that a Person has failed to comply with any provision of this By-law, the Officer may issue a penalty notice imposing an Administrative Monetary Penalty. The Administrative Monetary Penalties for

failures to comply with this By-law are set out in Schedule "B", which is attached hereto and forms part of this By-law.

15.3. Township By-law No. 027-2019, as amended, being a By-law to Establish an Administrative Monetary Penalty System for Non-Parking Related Offences, applies to each Administrative Monetary Penalty issued pursuant to this By-law.

15.4. The fines approved under the *Provincial Offences Act* are set out in Schedule "C", which is attached hereto and forms part of this By-law.

16. GENERAL

16.1. If any or part of a provision of this By-law is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the By-law, or its application in other circumstances, shall not be affected and shall remain in full force and effect.

16.2. If there is a conflict between a provision of this By-law and a provision of any other by-law of the Township, the provision that establishes the higher standard shall prevail.

16.3. Any reference to legislation in this By-law includes the legislation referred to and any amendments, replacement, subsequent enactment or consolidation of such legislation.

16.4. This By-law shall come into full force and effect on the date on which it is passed.

BY-LAW READ AND PASSED THIS 18TH DAY OF JULY, 2023

B. Grant, MAYOR

M. Kirkham, DEPUTY CLERK

Schedule “A”

License to Regulate Short-Term Rentals Demerit Point System

Section	Type of Infraction	Demerit Points
4.7 12.1(b)	Licence number not posted	10
4.7 4.14 12.1(c)	Fail to comply with the Parking By-law or sketch	5
4.7 12.1(f)	Fail to comply with the <i>Fire Protection & Prevention Act</i>	15
4.7 12.1(d)	Fail to comply with the Fire Safety Plan	15
4.7 4.15 12.1(a) 12.1(f)	Fail to comply with the <i>Building Code Act</i>	15
4.7 12.1(f)	Fail to comply with the Open Air Burn By-law	5
4.7 12.1(f)	Fail to comply with the <i>Health Protection and Promotion Act</i>	5
4.7 12.1(f)	Fail to comply with the Nuisance By-law	5
4.7 12.1(f)	Fail to comply with the Noise By-law	10
4.7 12.1(f)	Fail to comply with the Fireworks By-law	5
4.7 12.1(f)	Fail to comply with the Zoning By-law	5
4.7 12.1(f)	Fail to comply Property Standards By-law	5
4.7 12.1(f)	Fail to comply with the Clean Yards By-law	5
4.7 12.1(f)	Fail to comply with the Fence By-law	5
4.7 12.1(h)	Licensee, Agent or Local Contact Person not available	10

4.8	Advertise Short-Term Rental Unit with more than one (1) stay period within seven (7) consecutive days	15
4.9	Operate Short-Term Rental Unit with more than one (1) stay period within seven (7) consecutive days	15
4.10	Advertise Short-Term Rental Unit with more than 3 bedrooms	15
4.11	Operate Short-Term Rental Unit with more than 3 bedrooms	15
4.12	Advertise Short-Term Rental Unit in excess of maximum Occupancy	15
4.13	Operate Short-Term Rental Unit in excess of maximum Occupancy	15
12.1(g) 14.4	Obstruct Inspection	10

Schedule “B”

License to Regulate Short-Term Rentals Short Form Wording and Administrative Penalties

Section	Short Form Wording	Penalty
4.1	Operate Short-Term Rental Unit on Property not owned by Owner for 2 years prior to application	\$5,000.00
4.2	Operate Bed and Breakfast at Property not Primary Residence or Dwelling Unit of Owner	\$5,000.00
4.3 4.5	Operate Short-Term Rental Unit without valid Licence	First contravention: \$10,000.00
		Second contravention: \$15,000.00
		Third and Subsequent contravention(s): \$20,000.00
4.4	Advertise Short-Term Rental Unit without valid Licence	First contravention: \$10,000.00
		Second contravention: \$15,000.00
		Third and Subsequent contravention(s): \$20,000.00
4.6	Falsely hold out to be a Short-Term Rental Licensee	\$5,000.00
4.7	Fail to comply with term or condition of Licence	\$5,000.00
4.8	Advertise Short-Term Rental Unit with more than one (1) stay period within seven (7) consecutive days	\$5,000.00
4.9	Operate Short-Term Rental Unit with more than one (1) stay period within seven (7) consecutive days	\$5,000.00
4.10	Advertise Short-Term Rental Unit with more than 3 bedrooms	\$5,000.00
4.11	Operate Short-Term Rental Unit with more than 3 bedrooms	\$5,000.00
4.12	Advertise Short-Term Rental Unit in excess of maximum Occupancy limits	\$5,000.00
4.13	Operate Short-Term Rental Unit in excess of maximum Occupancy limits	\$5,000.00
4.14	Park on Property not in approved location	\$5,000.00

4.15	Operate Short-Term Rental Unit at Property with open Building Permit	\$5,000.00
4.7 12.1(h)	Licensee, Agent or Local Contact Person not available	\$5,000.00
14.2	Fail to comply with Order	\$5,000.00
12.1(g) 14.4	Obstruct Inspection or Work	\$5,000.00

Schedule “C”

Part 1 *Provincial Offences Act*

Set Fine Schedule

TBD

THIS IS EXHIBIT " F" TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



Laurel Duquette <lsduquette@gmail.com>

You've unlisted your place

1 message

Airbnb <express@airbnb.com>
To: lsduquette@gmail.com

Sun, May 12, 2024 at 8:09 AM



You've unlisted your place

Long Beach will be unlisted from **May 13, 2024** through **May 16, 2024**, so you won't receive bookings or booking requests during this time. We'll email you the day before your listing is set to be automatically relisted, so sit back and enjoy your break from hosting.

To view or update your listing status, go to the [Listing editor](#).

Got questions? Check out the [Help Centre](#).

Airbnb Ireland UC, [8 Hanover Quay](#),
[Dublin 2, Ireland](#)

THIS IS EXHIBIT "G " TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
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Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

A compilation of screenshots:

Screenshot 2024-06-27 at 8.31.43 AM to Screenshot 2024-06-27 8.32.36

June 15, 2024

● Lake Erie

Listing deactivated

By Laurel Duquette · 2:12 PM

● Lake Erie

Custom trip length minimum stay updated

By Laurel Duquette · 2:05 PM

● Lake Erie

Custom trip length minimum stay updated

By Laurel Duquette · 2:05 PM

● Lake Erie

Calendar availability updated

By Laurel Duquette · 2:03 PM

● Lake Erie

Calendar availability updated

By Laurel Duquette · 2:01 PM

● Lake Erie

Calendar availability updated

By Laurel Duquette · 2:01 PM

● Lake Erie

Calendar availability updated

By Laurel Duquette · 2:00 PM

● Lake Erie

Calendar availability updated

By Laurel Duquette · 2:00 PM

● Lake Erie

Calendar availability updated

By Laurel Duquette · 1:59 PM

● Lake Erie

Calendar availability updated

By Laurel Duquette · 1:59 PM

- Lake Erie
Calendar availability updated
By Laurel Duquette · 1:58 PM
- Lake Erie
Custom trip length minimum stay updated
By Laurel Duquette · 1:58 PM
- Lake Erie
Calendar nightly price updated
By Laurel Duquette · 1:58 PM
- Lake Erie
Calendar nightly price updated
By Laurel Duquette · 1:57 PM
- Lake Erie
Calendar nightly price updated
By Laurel Duquette · 1:56 PM
- Lake Erie
Calendar availability updated
By Laurel Duquette · 1:53 PM
- Lake Erie
Calendar availability updated
By Laurel Duquette · 1:51 PM
- Lake Erie
Custom trip length minimum stay updated
By Laurel Duquette · 1:51 PM

- Lake Erie

Calendar availability updated

By Laurel Duquette · 1:50 PM
- Lake Erie

Description updated

By Laurel Duquette · 1:47 PM
- Lake Erie

Calendar nightly price updated

By Laurel Duquette · 1:40 PM
- Lake Erie

Calendar nightly price updated

By Laurel Duquette · 1:38 PM
- Lake Erie

Base price updated

By Laurel Duquette · 1:36 PM
- Lake Erie

Listing name change

By Laurel Duquette · 1:35 PM
- Lake Erie

Calendar nightly price updated

By Laurel Duquette · 1:23 PM
- Lake Erie

Calendar availability updated

By Laurel Duquette · 1:22 PM
- Lake Erie

Service fee settings updated

By Laurel Duquette · 1:22 PM
- Lake Erie

Listing activated

By Laurel Duquette · 1:22 PM

- Lake Erie
Listing deactivated
By Laurel Duquette · 12:19 AM
- Lake Erie
Service fee settings updated
By Laurel Duquette · 9:51 AM
- Lake Erie
Listing activated
By Laurel Duquette · 9:51 AM
- Lake Erie
Base price updated
By Laurel Duquette · 9:51 AM
- Lake Erie
Description updated
By Laurel Duquette · 9:50 AM


THIS IS EXHIBIT "H" TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely





A COMMISSIONER, ETC.


AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

Screenshot 2024-06-27 at 12.38.28 PM of summary of help provided by Airbnb representative on June 15, 2024.



TodayCalendarListingsInbox³²Menu ▾





Airbnb Support

Jun 15

We analyze messages for safety, support, product enhancement, or other purposes. [Learn more](#)

Airbnb Support 2:36 PM

Hi Laurel,


My name is Deepanshu, one of the support ambassador at Airbnb.

As per our telephonic conversation, we were able to unlist your listing and all looks good now.

I hope I was able to shed some light on your concern today. I will close this case for the time being but in case you come across any questions in mind, feel free to contact us back — we are just one call or chat away.

We are here for you whenever you need us at:
<https://www.airbnb.com/help/contact-us/channel>

Please go ahead and select “No, I’m Done” and it will close this conversation thread.



Thanks

Airbnb Support 2:56 PM

Do you still need help?

THIS IS EXHIBIT " 1 " TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
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on the 14th day of March, 2025
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Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

ADMINISTRATIVE PENALTY NOTICE
For Non-Parking Offences

102

Corporation
of the Township
of Wainfleet



Municipal Act, 2001
A-0649

Date: 06 / 15 / 2024

Time: 12:00 ^{am} ~~pm~~

Laurel Duquette
"Person" as defined

12211 Hickey Rd Wainfleet, Ontario.
Address / Roll # / Legal Description

I C. Gauthier BELIEVE FROM MY PERSONAL KNOWLEDGE
AND CERTIFY THAT ON THE DATE SHOWN, A CONTRAVENTION OF A
DESIGNATED BYLAW HAS OCCURED.

DESIGNATED BYLAWS, as Amended		
Animals at Large	Building	Clean Yards
Discharge of Firearms	Dog Control	Entry onto Adjoining Lands
Exotic Animal	Fence	Fireworks
Fouling of Roads	Noise	Open Air Burning
Property Standards	Public Nuisance	Medical Marijuana Licensing
<u>Short term rentals</u>		
Short Form Wording		
<u>Advertise short term rental unit without valid licence.</u>		
Administrative Penalty (Sec # / \$ Amount)		
<u>4.4 / \$10,000.00</u>		
<input type="checkbox"/> OTHER		
Payment Due Date: <u>July 10, 2024</u> Fifteen (15) Days from date of service. If not paid you will be deemed not to dispute the Penalty. You will be subject to additional administrative fees, if still not paid; fees will be added to the Municipal Taxes.		

[Signature]
Signature of Issuing Officer

014
Officer Number

SEE REVERSE FOR PAYMENT OR DISPUTE OPTIONS



**Short-Term Rental Licensing
& By-Law Enforcement Office**
31940 Highway 3, PO Box 40,
Wainfleet ON L0S 1V0
T. [905-899-3463](tel:905-899-3463) x294
E. str@wainfleet.ca

June 15, 2024

Laurel Duquette
298 Waverly Road
Toronto, ON
M4L 3T6

Re: Non-Compliance with Short-Term Rental Order No. **STR-080-2024**, continuing non-compliance

Please be advised that non-compliance with the above noted Order has resulted in the Township of Wainfleet's Administrative Monetary Penalty Notice **A-0649**. Please note that the Administrative Penalty Notice is payable upon receipt and may be collected in the same manner as property taxes, if unpaid.

Order No. STR-080-2024 was issued May 10, 2024 with a compliance date of May 23, 2024. An investigation led to evidence of **Advertising** a Short-Term Rental at 12211 Hickey Rd on June 15, 2024.

Each property owner on title will receive a penalty notice. Municipal Act, 2001 subsection 434.2(2) states that **all** owners are responsible for paying the administrative penalty. Be advised, the Township may hold you responsible via penalties for **each** day you are not in compliance. Subsequent investigations will lead to penalty notice for every day the property is in violation.

We look forward to your prompt resolution of these issues so that no further action is required by the Township of Wainfleet.

Yours truly.

Cory Guttin
STR Licensing &
Municipal Law Enforcement Officer
Township of Wainfleet
Email: cguttin@wainfleet.ca
P: 905-899-3463 Ext. 294

THIS IS EXHIBIT " J " TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



Laurel Duquette <lsduquette@gmail.com>

Screening Decision - A-0649

4 messages

Amber Chrastina <AChrastina@wainfleet.ca>

Tue, Jul 16, 2024 at 10:19 AM

To: "lsduquette@gmail.com" <lsduquette@gmail.com>

Cc: Cory Guttin <CGuttin@wainfleet.ca>, Mark Tardif <MTardif@wainfleet.ca>

Hello Laurel,

As discussed, please be guided by the attached letter of decision. Within, there is a link directing you on how to request a Hearing if you wish to continue to dispute the matter. I have included the same link below for you.

<https://www.wainfleet.ca/en/living-here/parking-infraction-review.aspx#What-happens-if-I-am-still-not-satisfied-with-the-results-of-a-screening>

I have also attached our officer's images that you requested, which show the property in question being advertised on June 15, 2024. Thank you.

Amber Chrastina

Deputy Clerk/Executive Assistant to Mayor and CAO

Township of Wainfleet

31940 Highway 3, P.O. Box 40

Ph: 905-899-3463 Ext. 224

Fax: 905-899-2340



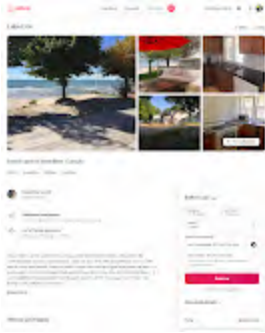
Follow us!



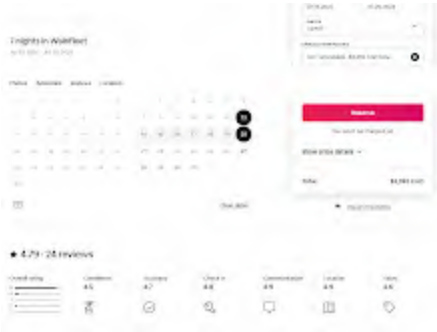
“Wainfleet - find your country side!”

The Township of Wainfleet Confidentiality Notice

The information contained in this communication including any attachments may be confidential, is intended only for the use of the recipient(s) named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, disclosure, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please resend this communication to the sender and permanently delete the original and any copy of it from your computer system. Thank you.

5 attachments

Screenshot 2024-06-15 at 11-56-45 Cabin in Wainfleet · ★4.79 · 4 bedrooms · 6 beds · 1 bath.png
1175K



Screenshot 2024-06-15 at 11-56-54 Cabin in Wainfleet · ★4.79 · 4 bedrooms · 6 beds · 1 bath.png
76K



Screenshot 2024-06-15 at 11-57-12 Cabin in Wainfleet · ★4.79 · 4 bedrooms · 6 beds · 1 bath.png
424K



Screenshot 2024-06-15 at 11-57-26 Cabin in Wainfleet · ★4.79 · 4 bedrooms · 6 beds · 1 bath.png
977K

 **A0649 - Duquette - Upheld.pdf**
110K

Laurel Duquette <lsduquette@gmail.com>

Tue, Jul 16, 2024 at 7:34 PM

To: Amber Chrastina <AChrastina@wainfleet.ca>

Cc: Cory Guttin <CGuttin@wainfleet.ca>, Mark Tardif <MTardif@wainfleet.ca>

Hi Amber

Can you please also send screenshots and any other evidence, underlying the Order that I received on May 12? Sorry, I forgot to ask for that in the meeting. And please confirm that this is all the evidence I can expect will be presented at my Hearing when the time comes.

Thank you

Laurel Duquette

[Quoted text hidden]

Cory Guttin <CGuttin@wainfleet.ca>

Wed, Jul 17, 2024 at 10:16 AM

To: Laurel Duquette <lsduquette@gmail.com>

Cc: Mark Tardif <MTardif@wainfleet.ca>, Amber Chrastina <AChrastina@wainfleet.ca>

Good Morning Laurel,

I have attached a PDF version of the complete disclosure package from the Screening of Penalty Notice A-0649.

There will not be any new evidence submitted pertaining to this Penalty Notice if you choose to proceed with a Hearing.

Please note: all Hearing submissions must be completed online within Fifteen(15) days of the written Screening Decision.

Regards,

Cory Guttin,

Short-Term Rental Licensing and By-Law Enforcement Officer

Township of Wainfleet

31940 Highway 3, P.O. Box 40

Wainfleet, ON L0S 1V0

Phone: 905-899-3463 Ext: 294



Follow us!



“Wainfleet - find your country side!”

The Township of Wainfleet Confidentiality Notice

The information contained in this communication including any attachments may be confidential, is intended only for the use of the recipient(s) named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, disclosure, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please resend this communication to the sender and permanently delete the original and any copy of it from your computer system. Thank you.

[Quoted text hidden]



A0649 - Duquette - Disclosure Package.pdf
1531K

Laurel Duquette <lsduquette@gmail.com>
To: Cory Guttin <CGuttin@wainfleet.ca>

Wed, Jul 17, 2024 at 11:37 AM

Thanks Cory, this is perfect
[Quoted text hidden]

THIS IS EXHIBIT " K" TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



P.O. Box 40, 31940 Highway #3 Wainfleet, ON L0S 1V0
Tel: 905-899-3463 Fax: 905-899-2340
www.wainfleet.ca

July 16, 2024

Laurel Duquette
12211 Hickey Rd
Wainfleet ON N1A 2W8

VIA EMAIL: lsduquette@gmail.com

RE: Request for Screening - Penalty Notice #A-0649

Dear Laurel:

Your request for a screening regarding Penalty Notice #A-0649 was received by the Clerk's office on July 4, 2024.

Upon review of your request, it is established that you were in contravention of the Designated Short-Term Rental By-law on June 15, 2024. As it was not established that cancellation of the Penalty is necessary to relieve undue hardship, your request to cancel this Penalty Notice has been denied.

Please pay the penalty listed at your earliest convenience. Please note that if payment is not received within 15 days from the date of this letter, an additional late payment fee of \$25.00 will be added. You do have fifteen days from the date of this letter to [request a hearing](#) if the matter is still in dispute.

Sincerely,

A handwritten signature in blue ink that reads "Amber Chrastina".

Amber Chrastina
Screening Officer

cc: By-law Enforcement Officer
Senior By-law Enforcement Officer

THIS IS EXHIBIT " L " TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
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A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



Screening Disclosure Package

Date of Screening: July 16, 2024

Laurel Duquette
12211 Hickey Road
Wainfleet ON L0S 1V0

Penalty Notice #A-0649

Welcome

If you have received a Penalty Notice and believe you did not commit the offence as indicated, you can complete this form to have it reviewed by a Screening Officer.

Please note that Screening decisions are made in accordance with our [governing By-laws](#).

Penalty Notice Recipient

First Name: *

Laurel

Last Name: *

Duquette

Street Address: *

298 Waverley Road

City: *

Toronto

Province: *

ON

Postal Code: *

M4L 3T6

Telephone Number: *

416-902-4172

Alternate Number:

Email Address (RECOMMENDED):

lsduquette@gmail.com

Penalty Notice Information (Infraction)

Please provide the information found on the Penalty Notice

Penalty Notice No.: *

0649

Penalty Date: *

6/15/2024



Plate Number OR Name on Penalty Notice: *

Laurel Duquette

Offence: *

Advertise short term rental unit without a valid license

Section Number:

4.4

Type of Screening Requested

You are required to select one preferred method of Screening.

Please note: A Written Screening allows your Screening to be processed without your attendance.

Scheduled Screenings will be booked for the next available business day. Your time preference will be considered but cannot be guaranteed. A notice will be sent to you confirming the date and time of your Screening appointment. Telephone and electronic Screening appointments cannot be rescheduled or adjourned.

Please select a method for your Screening.

Electronic Meeting (Zoom)

Screening Appointment Times: *

9:00 - 10:00 a.m.

Reason for Screening

You are required to provide specific reason(s). If you wish to support your Screening with images or other documentation, you will have an opportunity to attach them to this request.


Please indicate the primary reason for requesting a Screening review. *

I did not commit the offence as indicated on the Penalty Notice

Please provide a factual and detailed explanation of the reason(s) for your Screening request AND the remedy you are seeking.*

I delisted my Airbnb on May 12, upon receiving an Order from the Township to do so (Screenshot 2024-06-27 at 9.10.58 AM). This infraction has been improperly given to me and must be rescinded. I'll separately note that this bylaw is contrary to O. Reg 333/07.

You may upload relevant images or files.

File Name	
	<div>Screenshot 2024-06-27 at 9.10.58 AM.png</div> <div>97.0 KB</div>


Statement of Penalty Notice Recipient

116

By signing below, I represent and warrant that:

- I am the registered owner of the vehicle (for **Parking Penalty Notices** only); or
- I am the person named on the Penalty Notice (for **Non-Parking Penalty Notices** only);
- I acknowledge that if I fail to attend and to remain at my scheduled telephone or electronic meeting Screening until my matter has been determined by the Screening Officer, I will be deemed to have abandoned my request for a Screening, The Administrative Penalty will be affirmed, and I will be liable for an additional fee for having failed to attend (\$50.00 for Parking and \$100.00 for Non-Parking), and
- I have read and understand the conditions of this application.


Signature: *

A handwritten signature in black ink, consisting of a stylized 'E' followed by a series of loops and a long horizontal stroke.

I would like a copy of my submission for my records. *

☒ Yes


☐ No

For Internal Use Only			
Application Received		Appointment Information	
Date Stamp:	Appointment Date 16-Jul-2024	Appointment Time 09:30	Date Notified 4-Jul-2024
4-Jul-2024	Registered Owner Notified by:		Penalty Notice Recipient's Initials
	<input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/> In Person		
	Location: Township of Wainfleet Office, 31940 Hwy 3, Wainfleet ON L0S 1V0 Screening: Conference Room #1		
Screening Decision			
The Penalty is valid and the evidence provided by Laurel does not prove otherwise. The claim was			
made for undue hardship however, sufficient evidence was not provided to demonstrate such			
relief was warranted.			
Screening Officer's Signature 		Date 16-Jul-2024	

Personal information contained on this form is collected and will be used for the purpose of administering the Township's Administrative Penalty process. Questions about this collection should be directed to the Township of Wainfleet Clerk at 905-899-2340 ext. 223.

You've unlisted your place 📧 Inbox x



Airbnb  <express@airbnb.com>
to me ▾

Sun, May 12, 8:09 AM



You've unlisted your place

ADMINISTRATIVE PENALTY NOTICE For Non-Parking Offences

119

Corporation
of the Township
of Wainfleet



Municipal Act, 2001
A-0649

Date: 06 / 15 / 2024 Time: 12:00 ^{am}

Laurel Duquette
"Person" as defined

1211 Hickey Rd Wainfleet, Ontario.
Address / Roll # / Legal Description

I, C. Gauthier BELIEVE FROM MY PERSONAL KNOWLEDGE
AND CERTIFY THAT ON THE DATE SHOWN, A CONTRAVENTION OF A
DESIGNATED BYLAW HAS OCCURED.

DESIGNATED BYLAWS, as Amended		
Animals at Large	Building	Clean Yards
Discharge of Firearms	Dog Control	Entry onto Adjoining Lands
Exotic Animal	Fence	Fireworks
Fouling of Roads	Noise	Open Air Burning
Property Standards	Public Nuisance	Medical Marijuana Licensing
Short term rentals		
Short Form Wording		
Advertise short term rental unit without valid licence.		
Administrative Penalty (Sec # / \$ Amount)		
4.4 / \$10,000.00		
<input type="checkbox"/> OTHER		
Payment Due Date: <u>July 10, 2024</u>		
Fifteen (15) Days from date of service. If not paid you will be deemed not to dispute the Penalty. You will be subject to additional administrative fees, if still not paid; fees will be added to the Municipal Taxes.		

[Signature]

014



ORDER

Pursuant to section 8 of the Municipal Act, 2001, S.O. 2001, c. 25 ("Municipal Act, 2001" or "the statute") and BY-LAW NO. 026-2023 Being a By-Law to Licence and Regulate Short-Term Rentals in the Township of Wainfleet.

Short-Term Rental Licensing File No. STR-080-2024

ORDER ISSUED TO:	Municipal Address to Which Order Applies:
Laurel Duquette	12211 Hickey Road
298 Waverly Road	Wainfleet, ON
Toronto, ON M4L 3T6	ROLL #: 271400000524300

An Inspection on or about **May 09, 2024** of your property, indicated the property does not comply with the standards prescribed by the Township of Wainfleet's Short-Term Rental By-Law No. 026-2023, specifically:

ITEM#	STANDARD (Short-Term Rental By-Law Provision)	REQUIRED WORK
1.	4.3. No Person shall operate a Short-Term Rental Unit without holding a current and valid Licence issued in accordance with this By-law. For greater certainty, in the event that a Property contains more than one Dwelling Unit to be used as a Short-Term Rental Unit, each Dwelling Unit shall be considered a separate Short-Term Rental Unit for which a current and valid Licence is required.	Apply and obtain a valid Short-Term Rental Licence on or before May 23, 2024
2.	4.4. No Person shall advertise a Short-Term Rental Unit without a Licence or for which a Licence has expired, been revoked or is under suspension	1.Remove all online platforms advertising for the dwelling unit at the property on or before May 23, 2024. 2.Remove Live Airbnb Listing.

You, as the Owner / Occupant of the property, are ordered to carry out the work as set out above by **May 23, 2024**. When this date has expired, a re-inspection will occur.



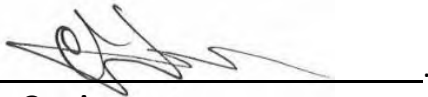
**Short-Term Rental Licensing
& By-Law Enforcement Office**
31940 Highway 3, PO Box 40,
Wainfleet ON L0S 1V0
T. [905-899-3463](tel:905-899-3463) x294
E. str@wainfleet.ca

PLEASE NOTE that the Township of Wainfleet Website and Short-Term Rental application process became active **November 22, 2023**, a Public Notice sent to every property owner inside the latest tax bill insert mailed on **January 16, 2024**, every individual property owner will be issued a penalty (fine) for each day they are not in compliance after **May 23, 2024**, and that the above provisions will remain active against the property for 12 months after the due date or compliance has been met. No notice will be sent if further violations of the above provisions occur within that 12-month period, and the Township of Wainfleet may complete any of the actions stated within **(a)**, or **(b)** of this Order below.

AND TAKE NOTICE that if you do not comply with this Order within the time specified, the Township of Wainfleet:

- (a) may lay a charge for failing to comply with Township of Wainfleet Short-Term Rental By-Law;
- (b) may take other legal action to obtain compliance with the Township of Wainfleet Short-Term Rental By-Law.

Issued and sent via registered mail on **May 10, 2024**.



Cory Guttin
**Short-Term Rental Licensing &
Municipal Law Enforcement Officer**
Township of Wainfleet
Website: www.wainfleet.ca/str
Email: cguttin@wainfleet.ca
P: 905-899-3463 Ext. 294



**Short-Term Rental Licensing
& By-Law Enforcement Office**
31940 Highway 3, PO Box 40,
Wainfleet ON L0S 1V0
T. [905-899-3463](tel:905-899-3463) x294
E. str@wainfleet.ca

June 15, 2024

Laurel Duquette
298 Waverly Road
Toronto, ON
M4L 3T6

Re: Non-Compliance with Short-Term Rental Order No. **STR-080-2024**, continuing non-compliance

Please be advised that non-compliance with the above noted Order has resulted in the Township of Wainfleet's Administrative Monetary Penalty Notice **A-0649**. Please note that the Administrative Penalty Notice is payable upon receipt and may be collected in the same manner as property taxes, if unpaid.

Order No. STR-080-2024 was issued May 10, 2024 with a compliance date of May 23, 2024. An investigation led to evidence of **Advertising** a Short-Term Rental at 12211 Hickey Rd on June 15, 2024.

Each property owner on title will receive a penalty notice. Municipal Act, 2001 subsection 434.2(2) states that **all** owners are responsible for paying the administrative penalty. Be advised, the Township may hold you responsible via penalties for **each** day you are not in compliance. Subsequent investigations will lead to penalty notice for every day the property is in violation.

We look forward to your prompt resolution of these issues so that no further action is required by the Township of Wainfleet.

Yours truly.

Cory Guttin
STR Licensing &
Municipal Law Enforcement Officer
Township of Wainfleet
Email: cguttin@wainfleet.ca
P: 905-899-3463 Ext. 294



**Short-Term Rental Licensing
& By-Law Enforcement Office**
31940 Highway 3, PO Box 40,
Wainfleet ON L0S 1V0
T. [905-899-3463](tel:905-899-3463) x294
E. str@wainfleet.ca

Notes:

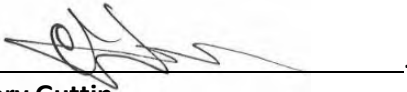
On Saturday June 15, 2024 I completed an online investigation. I located the property of 12211 Hickey Rd advertising on Airbnb. The listing is advertised as 6 guests, 4 bedrooms and 6 beds. I am able to request a reservation for Minimum 7 days. This property was not advertising on Friday June 14, 2024. I witnessed the advertisement live at approx. 1200hrs on June 15, 2024.

As a result of these findings the property is in violation of Order number **STR-080-2024**.

Administrative Monetary Penalty Notice: A-0649 issued.

Penalty Notice to be sent registered mail via Canada Post June 18, 2024.

Completed on **June 15, 2024**.



Cory Guttin
**STR Licensing &
Municipal Law Enforcement Officer**
Township of Wainfleet
Email: cguttin@wainfleet.ca
P: 905-899-3463 Ext. 294



**Short-Term Rental Licensing
& By-Law Enforcement Office**
31940 Highway 3, PO Box 40,
Wainfleet ON L0S 1V0
T. [905-899-3463](tel:905-899-3463) x294
E. str@wainfleet.ca

Notes:



On Tuesday June 18, 2024 I completed an online investigation. I could not locate the property of 12211 Hickey Rd advertising on Airbnb. The Advertisement appears to be listed for the weekends and removed during the weekdays.

Penalty Notice sent registered mail via Canada Post.

Completed on **June 18, 2024.**

Cory Guttin
**STR Licensing &
Municipal Law Enforcement Officer**
Township of Wainfleet
Email: cguttin@wainfleet.ca
P: 905-899-3463 Ext. 294

Lake Erie

 [Share](#)  [Save](#)



Entire cabin in Wainfleet. Canada

[Photos](#) | [Amenities](#) | [Reviews](#) | [Location](#)



Hosted by Laurel
6 years hosting


-  **Dedicated workspace**
A common area with wifi that's well suited for working.
-  **Furry friends welcome**
Bring your pets along for the stay.

Small, older 4-bdrm water-front cottage with only 1 bathroom but otherwise fully outfitted with modern conveniences. Large lot and deck with magnificent views of lake and 4k-long sand beach. Stairs to beach. Steps from Mini putt golf and snack bar and DJ's Restaurant. 35 km from Niagara Falls and Marine Land. Price does NOT includes linens - if you would like linens included, the charge is an extra \$175 - message me for this. This listing is only visible on weekends....


[Show more](#) >


Where you'll sleep

\$293 CAD night

CHECK-IN 07-13-2024	CHECKOUT 07-20-2024
GUESTS 1 guest 	


CANCELLATION POLICIES

Non-refundable · \$3,092 CAD total 

Refundable · \$3,385 CAD total 
Free cancellation for 48 hours. Cancel before Jul. 6 for a partial refund.

Reserve

You won't be charged yet

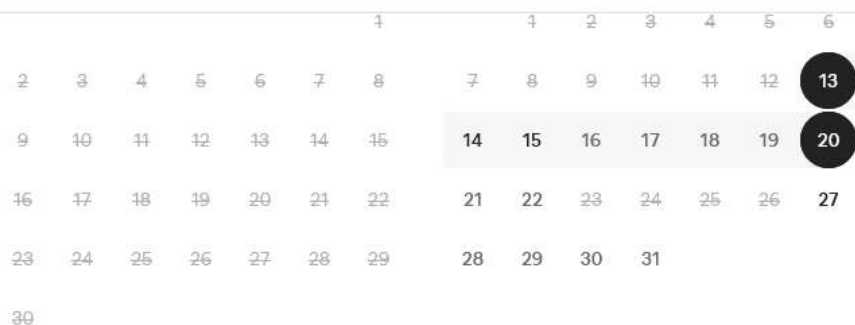
[Show price details](#) 

Total \$3,092 CAD

7 nights in Wainfleet

Jul. 13, 2024 - Jul. 20, 2024

[Photos](#)
[Amenities](#)
[Reviews](#)
[Location](#)



Clear dates

07-13-2024

07-20-2024

GUESTS
1 guest



CANCELLATION POLICIES

Non-refundable - \$3,092 CAD total



Reserve

You won't be charged yet

[Show price details](#)

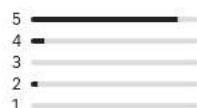
Total

\$3,092 CAD

 [Report this listing](#)

★ 4.79 · 24 reviews

Overall rating



Cleanliness

4.5



Accuracy

4.7



Check-in

4.8



Communication

4.9



Location

4.9



Value

4.6







THIS IS EXHIBIT "M" TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

Request for AMPS Hearing Appeal

Email: parking@wainfleet.ca

Tel: 905-899-3463 Fax: 905-899-2340

31940 Highway 3, P.O. Box 40 Wainfleet, Ontario L0S 1V0

Penalty Notice Recipient		
Name (first and last) Laurel Duquette		Home Telephone
Address 298 Waverley Rd		Other Telephone 416-902-4172
City Toronto	Province ON	Postal Code M4L 3T6
Mailing Address (if different than above)		
Email Address lsduquette@gmail.com		

Authorized Representative - Optional *See relevant Municipal Administrative Penalty By-law for list of authorized representatives*		
Name (first and last) Elaine Owens		Home Telephone
Address 56 Temperance St. Unit 3008		Other Telephone 551-283-2816
City Toronto	Province ON	Postal Code M5H 3V5
Mailing Address (if different)		
Email Address e.owens001@outlook.com		

Penalty Notice Information *Please provide the information found on the Penalty Notice*		
Penalty Notice No. 0649	Penalty Date June 15, 2024	Name on Penalty Notice Laurel Duquette
Offence Advertise short term rental no valid licence		

Type of Hearing Requested *You are required to check one preferred method of Hearing*
<input type="checkbox"/> In-Person Appeal <input checked="" type="checkbox"/> Virtual Appeal (email required)
Note: the Appeal Hearing Officer may choose to attend your In-person Appeal Hearing virtually. You will be provided a meeting room and a computer in this circumstance.

Information about Hearings	131
<ul style="list-style-type: none"> Hearings may be conducted in-person or virtually The Host Municipality will contact you regarding the details of the Appeal Hearing. A Request for Appeal Hearing may be submitted by mail, email or in person. Appeal Hearings are scheduled for next available date only and cannot be rescheduled or adjourned. 	

Reason for Appeal *You are required to provide specific reason(s)*
<ul style="list-style-type: none"> Please provide a factual and detailed explanation of your reason(s) for your Appeal Hearing request. If you wish to support your Appeal Hearing with images or other documentation, please bring them with you at your scheduled In-Person attendance. If attending the Appeal Hearing Virtually please forward all pictures and/or additional documents you would like considered in your appeal to parking@wainfleet.ca with this Appeal Hearing Request. The Hearings Officer decision will be provided to you at the Hearing.
The reason I am requesting an Appeal Hearing is to present my legal challenge, and exhibits therein to 1) the allegations that I breached the STR by-law and to 2) the legality and enforceability of the penalty.
I present four grounds for dismissal of this infraction which are:
1) I did not breach the by-law; 2) The amount of the penalty renders it illegal under sections 6(a) and 6(b) of O. Reg. 333/07 under the Municipal Act which states that penalties cannot be punitive and their intent is to promote by-law compliance; 3) The penalty imposes an undue hardship on me, meeting the standards for cancellation as stated in s. 8 (11) of O. Reg. 333/07; 4) The by-law breach meets the test for relief under section 98 of the Courts of Justice Act which states "A court may grant relief against penalties and forfeitures, on such terms as to compensation or otherwise as are considered just."
My factual and detailed explanation is contained in a document which is 8 double-spaced pages in length plus 9 Exhibits (10 pages). This document will be submitted with this form.
1) Please confirm receipt of both documents and confirmation that they will both be considered by the Hearing Officer at my scheduled Hearing.
2) Please note as well that I have requested an authorized representative be permitted to attend with me. This form references the "Relevant Municipal Administrative Penalty By-law for a list of authorized representatives" but I could not find any such information in either the STR or the AMPS by-laws. I am assuming my representative will be available to attend my hearing. What is the procedure if that person is unable do to scheduling conflicts or other? The problem is that at this point, the Hearing is not yet scheduled.
3) I will assume that once my hearing is scheduled, I will contact my authorized representative and if she is unable to attend, I will notify the Township immediately.
Please confirm that I will not suffer any adverse consequences if this person is unable to attend.

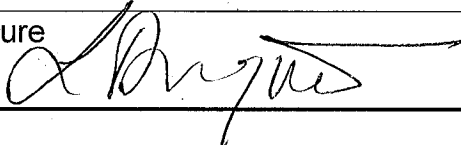
Attachment(s) included *please check the relevant box*: ☒ Yes ☐ No

Statement of Penalty Notice Recipient

I represent and warrant that:

- **Parking Penalties:** I am the registered owner of the vehicle identified on the issued Penalty Notice; or
- **Non-Parking Penalties:** I am the recipient of the issued Penalty Notice;
- If I authorize an "Authorized Representative" to accompany me and act on my behalf in this matter (as permitted) I also understand that I must attend with the "Authorized Representative";
- I acknowledge that if I fail to appear and to remain at my scheduled Hearing until my matter has been determined by the Hearing Officer, I will be deemed to have abandoned my request for a Hearing, the Administrative Penalty will be affirmed, and I will be liable for an additional \$250.00 fee for having failed to appear; and
- I have read and understand the conditions of this application.

Signature



Date

July 29 2024

Instructions for Submitting In-Person or Virtual Appeal Hearing Request Form	133
Please submit your completed form to the Township of Wainfleet by: The 15 th day from your Screening Decision letter.	
a) Regular letter mail to: Township of Wainfleet, 31940 Hwy 3, P.O. Box 40, Wainfleet, Ontario, Canada, L0S 1V0	
b) Complete Form online or Emailed scanned copy to: parking@wainfleet.ca	
c) In person/ drop box to the Community Services and Development Admin at: Township of Wainfleet, 31940 Hwy 3, P.O. Box 40, Wainfleet, Ontario, Canada, L0S 1V0	

For Internal Use Only			
Application Received		Appointment Information	
Date Stamp:	Appointment Date	Appointment Time	Date Notified
	Penalty Notice Recipient Notified by:		Penalty Notice Recipient's Initials
	<input type="checkbox"/> Email <input type="checkbox"/> In Person <input type="checkbox"/> Mail		
		Hearing Location: To be advised by the municipality of where your penalty notice was issued.	
Hearing Decision			
Hearing Officer's Signature		Date July 29, 2024	

Personal information contained on this form is collected and will be used for the purpose of administering the Township of Wainfleet Administrative Penalty process. Questions about this collection should be directed to the Township's Freedom of Information Officer at 905-899-3463 ext 224.

THIS IS EXHIBIT " N" TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

Laurel Duquette re: AMP 0649

July 29, 2024

1.1. Summary

1. I was fined an Administrative Penalty of \$10,000 for advertising a short-term rental unit for rent on Airbnb at 12:00 on June 15, 2024 ("AMP 0649") under the rules established by the STR by-law, BL026-2023 (the "STR by-law").
2. This document and the exhibits herein, constitute my legal challenge, both to the allegation that I breached the by-law and to the amount of the Administrative Penalty (also known as, and called here, the "Fine"). I present four grounds for dismissal of this infraction and penalty: 1) The infraction did not occur – although the listing was open to the public for a couple of hours it was impossible to make a reservation, there was no intent to accept reservations, no reservations were in fact made and to the extent that any advertisement occurred, the incident was a mistake; 2) The amount of the penalty renders it illegal under ss. 6 (a) and 6 (b) of O. Reg. 333/07 of the Municipal Act (the "Act") which states that penalties cannot be punitive but solely to encourage by-law compliance; 3) The penalty imposes an undue hardship on me, meeting the standard for cancellation under s. 8 (11) of O. Reg. 333/07 under the Act; 4) The by-law breach meets the test for relief under section 98 of the Courts of Justice Act ("CJA").
3. With regards to s. 98 of CJA, I will show that the by-law which represents a contract between the Township and the public, was not made or administered in good faith; the penalties in general are unenforceable because they are extravagant in amount and not based on a genuine attempt to pre-estimate damages upon breach of the by-law;

penalties are administered unfairly through the dubious practice of levying separate fines to all owners on title amounting to a doubling of the fine in the case of two owners on title; my particular penalty of \$10,000 is unconscionable because whereas I stand to lose 28% of my estimated annual net income of \$35,578 by paying the penalty, the breach of the STR by-law caused the Township no damage; The penalty is disproportional - no reasonable person would think that a fine of \$10,000 is proportional in any way, to the damage done to the Township for a single day of advertising for a business transaction that never occurred.

2.0 Arguments

2.1. My property was not advertised for rent on June 15, 2024

4. I sought to rent my property for two weeks in July 2024 (July 13-21 and July 27-Aug 3) on the Airbnb platform – two weeks gave me enough money to pay my property taxes. I did likewise in the summers of 2021, 2022 and 2023, but I otherwise did not rent out this property since its acquisition in 2010.
5. In 2024, from mid-April to mid-May, my listing was automatically opened on weekends only, as shown in screenshots of my Airbnb Log (**Exhibit A**). I unlisted my property on May 12, immediately after receiving an Order from the Township to do so (**Exhibit B**).
6. My listing was open on and off for a couple of hours on June 15, but it was impossible to rent the property because it was blocked for reservations. I was testing out settings for a long-term rental in summer 2025 which required the listing be viewable to the public (**EXHIBIT C**). I did not secure any reservations on Airbnb in 2024 (**EXHIBIT D**).

7. I request this infraction be rescinded on the grounds that I did not advertise my property for rent on June 15 2024 - in the brief period the ad was open it was impossible to rent the property. There was no intent to accept reservations, no reservations were in fact made and to the extent that any advertisement occurred, the incident was a mistake (the “Mistake”).

2.2. The Penalty Amount is Illegal

8. IN THE ALTERNATIVE, I request the penalty be cancelled or drastically reduced because it is punitive in nature, and exceeds the amount reasonably required to promote compliance of the by-law making the penalty illegal because it is in contravention of both sections 6 (a) and 6 (b) of O. Reg. 333/07 of the Municipal Act.

2.3 The Penalty Imposes an Undue Hardship Meeting the Standard for Cancellation

9. IN THE FURTHER ALTERNATIVE I request this penalty be cancelled or drastically reduced under section 4.9 (b) (ii) of the Wainfleet AMPS by-law and under section 8 (11) of O. Reg. 333/07, which allows for the Screening Officer to do so if this “is necessary to relieve any undue hardship” and requires the Township to establish procedures for evaluating hardship.
10. Despite repeated requests starting at on July 16, the day of my screening review, Township staff have not provided me with any guidance regarding these procedures including how the Township defines hardship and what evidence I need to adduce, to avail myself of this provision. Indeed, the Screening Officer appeared unaware of this section of the AMPS by-law until I read it aloud during my screening review. As I write, the deadline for my request of a hearing is two days from now (July 31) and while it is

still possible that the staff will provide me with the requested information before that deadline, good faith requires adequate notice which I specified as a few business days in my July 24 email to the Township's Chief Administrative Officer. At this late date, I can only proceed without this information.

11. The behaviour of the Township violates the Standards of Administrative Law and Natural Justice and has left me in an unfair position regarding my defense. Such unfairness and lack of candour constitutes sufficient bad faith in the administration of a by-law as to invalidate the by-law (*Sequin (Township) v Hamer*, 2014 ONCA 108).

12. Lacking any information, I will herein argue my case starting from a fulsome definition of "any hardship". I will add, it gives me no joy to deliver the following highly personal information to an administrative body of which I am deeply mistrustful.

13. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit G).

[Our company] did well until the exploration end of the mining industry (the “Junior Miners”) went into a death spiral in late 2022. We still provide jobs to four people but neither my husband nor I have taken pay since April 2023, living instead off pension and savings. My 2023 CRA Notice of Assessment shows my income as \$35,758 (**Exhibit H**) which means that a fine of \$10,000 is 28% of my 2023 income. Of course, I have no information on what the Township requires to show undue hardship and perhaps I require for example, a certified copy of my CRA notice.

15. In sum, the Screening Officer did not agree that a fine worth 28% of my income constituted a financial hardship and nor could she state what would constitute financial hardship. I disagree and I will also add, that combined with our tragic personal life, a penalty of \$10,000 poses a great deal of psychological and financial hardship.

2.4 The By-law Breach Meets the Test for Relief under Section 98 Courts of Justice Act

16. IN THE FURTHER ALTERNATIVE I request this penalty be cancelled under Section 98 of the Courts of Justice Act which provides that: “A court may grant relief against penalties and forfeitures, on such terms as to compensation or otherwise as are considered just.” Traditionally, relief under this statute has been used in the context of commercial law usually concerning remittance of deposits upon breach of contract. More recently Canadian courts including Ontario Courts have broadened the use of this relief against a wide range of penalties and forfeitures under a wide range of “contractual arrangements” resulting from intentional failure to perform a condition in a contract to situations where mistakes caused the failure (PDM Entertainment Inc v. Three Pines

Creations; 2015 ONCA 488). I argue that the contractual arrangement between the Township and the Public in the form of Township of Wainfleet By-law No. 026-2023, and any breach arising from this by-law, fits the expanded definition of circumstances in which Section 98 of CJA is applicable.

17. The Ontario Court of Appeal in *Redstone Enterprises Ltd. V. Simple Technology Inc*; 2017 ONCA 282 proposed a two-step test for the grant of relief whereby the party seeking relief must establish that 1. the forfeited sum was out of all proportion to the damages suffered by the other party upon breach, and 2. it would be unconscionable for the other party to retain the money. Test two is broadly interpreted to include several factors which can be considered to render payment of a penalty or forfeiture unconscionable including “inequality of bargaining power, a substantially unfair bargain, the relative sophistication of the parties...the nature of the relationship between the parties”.

18. Writing in *Peachtree II Associates – Dallas L.P. v 857486 Ontario Ltd.*, 2005 CanLII 23216 (ONCA) J.A. Sharpe stipulated that a remedy will be treated as an unenforceable penalty if, determined at the time of contract formation, it is “extravagant and unconscionable in amount” compared to the greatest conceivable loss upon breach; the remedy will be enforced if it is a genuine attempt to pre-estimate damages upon breach. Further, the relief can be granted where the failure is both trivial and due to a mistake.

19. In evaluating the applicability of section 98 of CJA to this case, I argue that this case meets the 2-step test for the grant of relief on three grounds 1) The bargain between the Township and the public in the form of the STR was made in bad faith rendering the

bargain itself unconscionable; 2) It is unconscionable for the Township to retain the penalty money in this particular instance of the alleged breach; 3) The penalty amount of \$10,000 is out of all proportion to the damages suffered by the Township.

20. My argument related to ground number one, considers the breach as it occurred in the context of the broader bargain between the Township and the public in the form of the STR by-law with a particular emphasis, but not exclusive, on penalties. I will argue that the bargain itself is in bad faith and that therefore all penalties that arise from it deserve the relief offered by section 98 of CJA.
21. Consideration of grounds number two and three will focus specifically on the case of my penalty arising from the alleged breach of s. 4.4 of the STR by-law. In essence asking, assuming the breach is legitimate in so far as the bargain is conscionable, can a case be made for relief notwithstanding?

2.4.1. Ground Number One

22. The Township did not base the STR penalties for by-law breaches on pre-estimates of damages as required of an enforceable penalty (paragraph 18). In the Township council meeting of February 26, 2023, the four Township councillors considered the Draft STR by-law written by Township staff. I reviewed the video of the meeting and I observed that following a one-hour discussion, the council voted to increase the fines 10-fold beyond the amounts specified in the Draft by-law, and that these amounts were subsequently codified, more or less, into the final STR by-law. There was no evidence in the meeting that councillors evaluated the penalties in terms of damages to the Township in the event of by-law breaches. Instead, the overarching objective voiced by

three of the four councillors was that the fines should be “hard enough that they [property owners] will police themselves” (minute 12:00). And as such property owners who breach the by-law should be subject to “severe penalties and fines” (minute 17:35) and the Township should follow the example of Prince Edward County’s exceedingly high penalties and “start there....ratchet it right up andgo right to the top” (minute 27:07).

23. The Council did this notwithstanding their acknowledgements during the meeting that “there aren’t many problem sites” and that “People that aren’t the problem are going to get caught in the crossfire” (minute 48:13).
24. By the standard of 2005 ONCA 23226 there is no evidence that the Township council made any attempt to pre-estimate damages upon breach which renders their penalties unenforceable.
25. The bargain made by the Township is also unfair and so in bad faith. The most egregious example of this is the Township’s practice of levying multiple penalties for a single by-law breach by fining all persons on title of a subject property separately. Hence, a property with three owners pays a collective penalty that is three times the amount of a property with a single owner for the same single breach. This is not equitable.
26. Further, the parties to the bargain between the Township and the public with regard to penalties under the STR by-law involves inequality of bargaining power. Over the year and a half in which the by-law was created and implemented (2022 – 2024), I reviewed all video-taped Township Council meetings. In this period, sixteen (16) members of the public made representations at council meetings between January 18, 2022 and April 9, 2024, the majority (11) pointing out the unfairness of the by-law in various respects

including penalties. While Council frequently agreed with the complaints – in particular during the April 9, meeting – they cited arbitrary reasons for not making any changes to the by-law including “we didn’t write a by-law to change that by-law three months after it started”.

27. There is considerable evidence that a large group of property owners who variously rent their properties, mostly on a part-time basis, feel they have been unfairly treated by the Township, fined for a variety of by-law breaches, almost all of which are trivial and subjected to an arbitrary and secretive appeal system which to the best of my knowledge, has not yielded a single penalty reduction or cancellation.

28. In the general case of the STR by-law, the bargain between the Township of Wainfleet and the public, most particularly being in the form of the monetary penalties and the way they are levied under the STR by-law, is neither equitable nor conscionable.

2.4.2. Ground Number Two

29. It is unconscionable for the Township to extract a penalty from me for the alleged breach of s. 4.4 of the STR by-law. The \$10,000 penalty is unconscionable because whereas I stand to lose 28% of my estimated annual net income of \$35,758 by paying the penalty, the breach of the STR by-law has caused the Township no prejudice.

2.4.3. Ground Number Three

30. The Township suffered no damages from the single day advertisement of my business and from which a transaction never occurred. Therefore the proportional penalty with regards to the damages suffered should be of no monetary value.

31. I have shown that the incident precipitating the penalty notice was to the extent that any advertisement occurred, a mistake. In so far as the objective of the STR by-law is to reduce the number of STRs in the Township, the Mistake caused no damage to the Township making the Township's penalty of \$10,000 de-facto disproportional.
32. But aside from the difference between the damage and the penalty, no reasonable person would think that a fine of \$10,000 is proportional in any way, to a single day of advertising for a business transaction that never occurred.

EXHIBIT A

A compilation of screenshots: Screenshot 2024-06-27 at 8.32.55 AM to Screenshot 2024-06-27 at 09.11.11.36 AM showing my Airbnb listing was opened on four weekends activity between April 20 – May 12, 2024.

April 20, 2024

- Lake Erie
Service fee settings updated
By Laurel Duquette · 10:06 AM
- Lake Erie
Listing activated
By Laurel Duquette · 10:06 AM
- Lake Erie
Description updated
By Laurel Duquette · 10:05 AM
- Lake Erie
Calendar availability updated
By Laurel Duquette · 10:01 AM
- Lake Erie
Calendar availability updated
By Laurel Duquette · 10:00 AM
- Lake Erie
Custom trip length minimum stay updated
By Laurel Duquette · 9:59 AM
- Lake Erie
Calendar availability updated
By Laurel Duquette · 9:59 AM
- Lake Erie
Base price updated
By Laurel Duquette · 9:55 AM

April 27, 2024

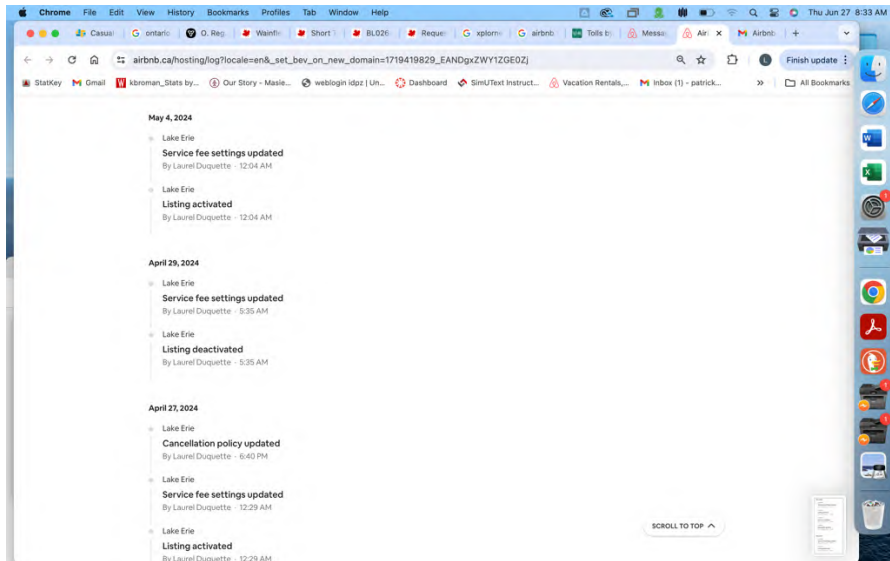
- Lake Erie
Cancellation policy updated
By Laurel Duquette · 6:40 PM
- Lake Erie
Service fee settings updated
By Laurel Duquette · 12:29 AM
- Lake Erie
Listing activated
By Laurel Duquette · 12:29 AM

April 26, 2024

- Lake Erie
Number of beds updated
By Laurel Duquette · 4:46 PM

April 22, 2024

- Lake Erie
Service fee settings updated
By Laurel Duquette · 12:29 AM
- Lake Erie
Listing deactivated
By Laurel Duquette · 12:29 AM



May 9, 2024



- Lake Erie
Service fee settings updated
By Laurel Duquette · 9:51 AM
- Lake Erie
Listing activated
By Laurel Duquette · 9:51 AM
- Lake Erie
Base price updated
By Laurel Duquette · 9:51 AM
- Lake Erie
Description updated
By Laurel Duquette · 9:50 AM

May 6, 2024



- Lake Erie
Service fee settings updated
By Laurel Duquette · 12:11 AM
- Lake Erie
Listing deactivated
By Laurel Duquette · 12:11 AM

EXHIBIT B

MAY 12, 2024 Email from Airbnb

You've unlisted your place  



Airbnb  <express@airbnb.com>
to me 

Sun, May 12, 8:09AM

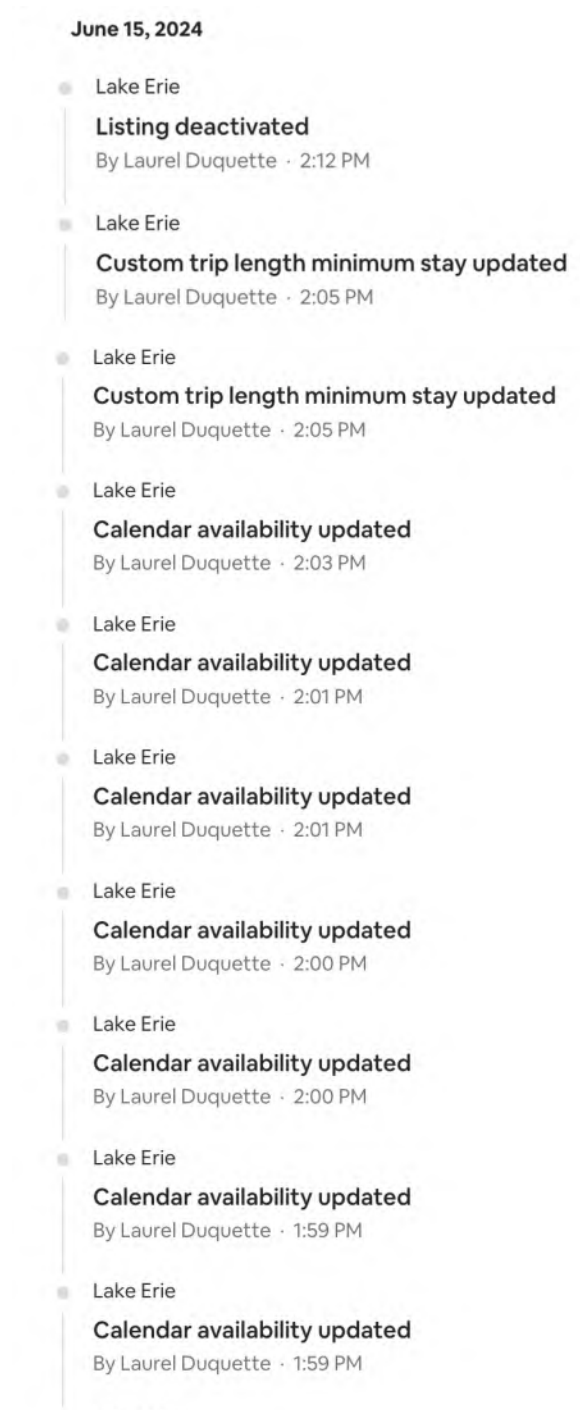


You've unlisted your place

EXHIBIT C

A compilation of screenshots:

Screenshot 2024-06-27 at 8.31.43 AM to Screenshot 2024-06-27 8.32.36



- Lake Erie
Calendar availability updated
By Laurel Duquette · 1:58 PM
- Lake Erie
Custom trip length minimum stay updated
By Laurel Duquette · 1:58 PM
- Lake Erie
Calendar nightly price updated
By Laurel Duquette · 1:58 PM
- Lake Erie
Calendar nightly price updated
By Laurel Duquette · 1:57 PM
- Lake Erie
Calendar nightly price updated
By Laurel Duquette · 1:56 PM
- Lake Erie
Calendar availability updated
By Laurel Duquette · 1:53 PM
- Lake Erie
Calendar availability updated
By Laurel Duquette · 1:51 PM
- Lake Erie
Custom trip length minimum stay updated
By Laurel Duquette · 1:51 PM

- Lake Erie

Calendar availability updated

By Laurel Duquette · 1:50 PM
- Lake Erie

Description updated

By Laurel Duquette · 1:47 PM
- Lake Erie

Calendar nightly price updated

By Laurel Duquette · 1:40 PM
- Lake Erie

Calendar nightly price updated

By Laurel Duquette · 1:38 PM
- Lake Erie

Base price updated

By Laurel Duquette · 1:36 PM
- Lake Erie

Listing name change

By Laurel Duquette · 1:35 PM
- Lake Erie

Calendar nightly price updated

By Laurel Duquette · 1:23 PM
- Lake Erie

Calendar availability updated

By Laurel Duquette · 1:22 PM
- Lake Erie

Service fee settings updated

By Laurel Duquette · 1:22 PM
- Lake Erie

Listing activated

By Laurel Duquette · 1:22 PM

- Lake Erie
Listing deactivated
By Laurel Duquette · 12:19 AM
- Lake Erie
Service fee settings updated
By Laurel Duquette · 9:51 AM
- Lake Erie
Listing activated
By Laurel Duquette · 9:51 AM
- Lake Erie
Base price updated
By Laurel Duquette · 9:51 AM
- Lake Erie
Description updated
By Laurel Duquette · 9:50 AM

EXHIBIT D

Screenshot June 27 2024 showing that my property had no reservations as of that day.

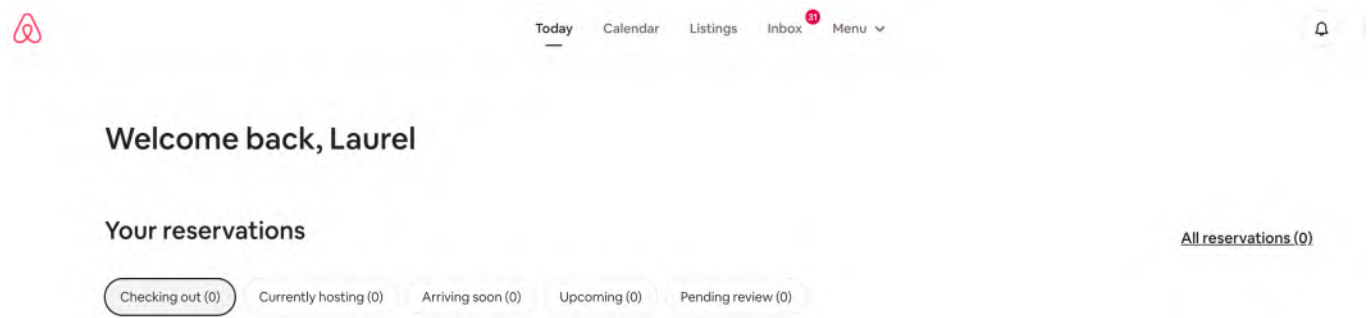


EXHIBIT E (Redacted)

EXHIBIT F (redacted)

EXHIBIT G (redacted)

EXHIBIT H (redacted)

EXHIBIT I (redacted)

THIS IS EXHIBIT " d" TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

AMPS Hearing Decision

Email: parking@wainfleet.ca

Tel: 905-899-3463 Fax: 905-8992340

31940 Hwy 3. P.O Box 40, Wainfleet On L0S 1V0

Date Application Received	Appointment Date	Appointment Time	Date Notified of Hearing
Penalty Notice Recipient <i>Laurel Anguette</i>		Plate Number (if applicable)	
Address			
Mailing Address *If different than above*			
Penalty Notice Recipient Notified by	Location of Hearing:	Penalty Notice Number	
<input type="checkbox"/> Email <input type="checkbox"/> Mail <input type="checkbox"/> In Person <input type="checkbox"/> Telephone	Town of Pelham	A-0596	

Hearing Decision	
In accordance with the Township of Wainfleet's Administrative Penalty By-law No. 027-2019, the Hearing Officer finds that:	
<input checked="" type="checkbox"/> The Administrative Penalty of \$00.00 is: Affirmed / Cancelled / <u>Varied</u> If Varied, the New Penalty Amount is \$ <u>3,000-</u>	
<input type="checkbox"/> The MTO Search Fee of \$10.00 Applies / <u>Does Not Apply</u>	
<input checked="" type="checkbox"/> Extension of Time to Pay: 15 days from the date of screening <u>2 years</u>	
<input type="checkbox"/> Late Payment Fee of \$25.00 Applies / <u>Does Not Apply</u>	
<input type="checkbox"/> Non-Attendance Fee of \$250.00 Applies / <u>Does Not Apply</u>	
Late payment penalties and/or administrative fees will apply to amounts not paid within 15 days. Parking Penalties: Additional MTO fees will apply should plate permit denial be warranted.	
Total: \$ <u>3,000-</u> <u>due Nov 29, 2026</u>	
Signature of Hearing Officer <i>Robert Ford</i>	Date: <u>Nov 29, 2024</u>
Hearing Officer Notes: <i>evidence of undue hardship provided</i>	

Payment Methods: Cheque, Cash, Debit, Credit Card only for online payments- service fees apply.
Visit www.wainfleet.ca for online payments

Payable to: Township of Wainfleet

By Mail to: Township of Wainfleet, 31940 Hwy 3, PO Box 40, Wainfleet ON LOS 1V0
Quote infraction number

Personal information contained on this form is collected for use of administering Township of Wainfleet AMPS and for no other purpose.

Notice to Ontario Motorist: Parking Penalties

Failure to pay the fine imposed may result in additional administrative penalties
and your Ontario Vehicle Permit application may be denied.

THIS IS EXHIBIT "P " TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely

A handwritten signature in blue ink, appearing to read 'Akshay Sandhir', is written over a light blue rectangular background.

A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

**THE CORPORATION OF
THE TOWNSHIP OF GEORGIAN BAY**
BY-LAW 2024-004

Being a By-law to implement an Administrative
Monetary Penalty System (AMPS) Program in
the Township of Georgian Bay

(AMPS Program)

WHEREAS the Council of the Township of Georgian Bay, pursuant to Sections 8 and 9 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, hereinafter referred to as the *Municipal Act*, is implementing an Administrative Monetary Penalty System referred to as the AMPS Program that will allow the municipality to govern its affairs, respond to municipal issues: while at the same time – ensuring accountability, transparency and protection of persons and property within the municipality; and

WHEREAS Sections 23.1 and 23.5 of the *Municipal Act* authorizes the municipality to delegate its administrative and hearing powers; and

WHEREAS Section 434.1 of the *Municipal Act* allows a municipality to establish a system of administrative penalties as a means of encouraging compliance with designated by-laws; and

WHEREAS Section 434.2 of the *Municipal Act*, provides that an administrative penalty imposed by the municipality on a person constitutes a debt of the person to the municipality; and

WHEREAS Ontario Regulation 333/07: Administrative Penalties, under the *Municipal Act*, a municipality may establish a system of administrative penalties respecting the parking, standing, or stopping of vehicles; and

WHEREAS Section 102.1 of the *Municipal Act*, a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any By-laws respecting the parking, standing, or stopping of a vehicle; and

WHEREAS Section 391 of the *Municipal Act* authorizes a municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; and

WHEREAS the Council of the Corporation of the Township of Georgian Bay deems it desirable to implement an Administrative Monetary Penalty System (AMPS) Program including administrative penalties and administrative fees for designated by-laws, or portions of designated by-laws.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BAY ENACTS AS FOLLOWS:

1. Short Title

- 1.1 This By-law may be referred to as the "AMPS By-law".

2. Definitions

For the purposes of this By-law:

- 2.1 **Administrative Fee(s)** means a fee imposed by this by-law and set out in the Township's Fees & Charges By-law, as amended from time to time;
- 2.2 **Administrative Penalty** means an administrative penalty as set out in Schedule 'A' of this By-law for a contravention of a Designated By-law;
- 2.3 **Clerk** means the Municipal Clerk for the Township, or their delegate;
- 2.4 **Council** means the Council of the Township;
- 2.5 **Date** or **Day** means any calendar day;
- 2.6 **Date of Service** means the date service is deemed in effect in accordance with the provisions of this By-law;
- 2.7 **Designated By-law** means a Township By-law, or part or provision of a Township By-law, that is designated under this By-law or another By-law;
- 2.8 **Director** means the Director of Fire and Emergency Services of the Township or their delegate;

- 2.9 **Hearing Appeal** means a review of a Screening Decision by a Hearing Officer;
- 2.10 **Hearing Decision** means a notice that contains the decision of a Hearing Officer;
- 2.11 **Hearing Non-Appearence Fee** means an Administrative Fee, in respect of a Person's failure to appear at the date, time and place scheduled for a Hearing Appeal;
- 2.12 **Hearing Officer** means a Person appointed by Council to perform the functions of a Hearing Officer in accordance with this By-law;
- 2.13 **Holiday** means a Saturday, Sunday and any statutory holiday in the Province of Ontario or any day the offices of the Township are officially closed for business;
- 2.14 **Late Payment Fee** means an Administrative Fee, in respect of a Person's failure to pay an Administrative Penalty within the time prescribed in this By-law;
- 2.15 **Ministry** means Ontario Ministry of Transportation or any other Ontario Ministry or related authority;
- 2.16 **MTO Fee** means an Administrative Fee, for any search of documents or information, requests, notification about a vehicle or the owner of a vehicle to the Ministry;
- 2.17 **NSF Fee** means an Administrative Fee, in respect of a payment by negotiable instrument, for which there are insufficient funds in the account on which the instrument is drawn;
- 2.18 **Officer** means a Municipal Law Enforcement Officer, Police Officer or any other Person appointed by by-law to enforce a Township By-law;

2.19 **Owner of a Vehicle** means:

- a. the Person whose name appears on the permit of the vehicle; and
- b. if the vehicle permit consists of a vehicle portion and plate portion and different Persons are named on each portion, the Person whose name appears on the plate portion;

2.20 **Penalty Notice** means a notice for a contravention of a Designated By-law;

2.21 **Penalty Notice Date** means the date of the contravention of a Designated By-law;

2.22 **Penalty Notice Number** means a unique reference number;

2.23 **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;

2.24 **Screening Decision** means a notice which contains the decision of a Screening Officer;

2.25 **Screening Non-Appearance Fee** means an Administrative Fee, in respect of a Person's failure to appear at the date, time and place scheduled for a Screening Review;

2.26 **Screening Officer** means a Person appointed by Council to perform the functions of a Screening Officer in accordance with this By-law;

2.27 **Screening Review** means a review of an Administrative Penalty by a Screening Officer;

2.28 **Township** means the Corporation of the Township of Georgian Bay in the District of Muskoka.

3. Application

- 3.1 The Township's By-laws, or portion of the Township's By-laws, listed in Schedule 'A' of this By-law are hereby Designated By-laws to which the Administrative Penalty listed in Schedule 'A' of this By-law applies.
- 3.2 Schedule 'A' of this By-law lists the short form wording to be used on a Penalty Notice for the contravention of a Designated By-law.
- 3.3 The Administrative Fees imposed for the purposes of this By-law shall be as set out in the Township's Fees & Charges By-law, as amended from time to time.
- 3.4 The Provincial Offences Act, R.S.O. 1990, c. P.33, as amended, will continue to apply to contraventions of a Designated By-law, except that no Person that is required to pay an Administrative Penalty under this By-law in respect of a contravention of a Designated By-law shall be charged with an offence in respect to the same contravention under the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended.
- 3.5 The Provincial Offences Act, R.S.O, 1990, c. P. 33, as amended, applies to all Designated By-laws except to a Designated By-law respecting the parking, standing, or stopping of vehicles.
- 3.6 Where a title to a position identified in this By-law no longer exists or is modified, the powers and duties may be exercised by a Person deemed to have the responsibilities of the original position until such time as an amending by-law is adopted by Council.

4. Penalty Notice

- 4.1 An Officer who has reason to believe that a Person has contravened a Designated By-law may issue a Penalty Notice to that Person within thirty (30) days of becoming aware of a contravention of a Designated By-law.

- 4.2 Every Person who contravenes a provision of a Designated By-law shall, upon service of a Penalty Notice, be liable to pay the Township an Administrative Penalty set out in the Penalty Notice by the due date.
- 4.3 An Officer may apply an escalated Administrative Penalty in accordance with Schedule 'A' of this By-law, where a Person who has been issued a Penalty Notice contravenes the same Designated By-law.
- 4.4 If a contravention to a Designated By-law is related to a property, an Officer must ensure the property ownership has not changed before applying the escalated Administrative Penalty.
- 4.5 A Penalty Notice shall include the following information:
- a. the vehicle licence plate number or vehicle identification number or the name of a person(s), as applicable;
 - b. the Penalty Notice Date;
 - c. the Penalty Notice Number;
 - d. when the Administrative Penalty is due and payable;
 - e. the identification number and signature of the Officer;
 - f. the applicable short form wording listed in Schedule 'A' of this By-law, which describes the particulars of the contravention;
 - g. the amount of the Administrative Penalty;
 - h. the payment options;
 - i. additional information as the Director determines is appropriate, respecting the process by which a Person may exercise the Person's right to request a review of an Administrative Penalty; and

- j. a Statement advising that an Administrative Penalty, including any applicable Administrative Fee(s), will constitute a debt of the Person to the Township, unless cancelled in accordance with the provisions of this By-law.

5. Payment of a Penalty Notice

- 5.1 Where a Penalty Notice has been paid, the Penalty Notice shall not be subject to any further review.
- 5.2 A Penalty Notice shall be deemed to have been paid when the Administrative Penalty and all applicable Administrative Fee(s) have been paid.
- 5.3 A Person who has been issued a Penalty Notice shall pay the Administrative Penalty within fifteen (15) days of the date of service of a Penalty Notice.
- 5.4 Where a Penalty Notice is issued in respect of a contravention of a Designated By-law for which the owners of a property are responsible, the Penalty Notice may name all Persons who are the registered owners of such property, and such Persons shall be jointly and severally liable to pay the Administrative Penalty on the Penalty Notice.
- 5.5 No Officer may accept payment of an Administrative Penalty or Administrative Fee payable in accordance with this By-law.

6. Review by Screening Officer

- 6.1 A Person who is served with a Penalty Notice may request a Screening Review on or before the date the Administrative Penalty is due and payable in accordance with Section 6.4.
- 6.2 If a Person has not requested a Screening Review on or before the date on which the Administrative Penalty is due and payable, the Person may request the Director to extend the time to request a Screening Review to a date no later than forty-five (45) days after the date of service of the Penalty Notice Date in accordance with Section 6.4.

- 6.3 A Person's right to request an extension of time for a Screening Review expires, if it has not been exercised, on or before forty-five (45) days after the date of service of the Penalty Notice Date, at which time:
- a. the Person shall be deemed to have waived the right to request a Screening Review;
 - b. the Administrative Penalty, including any applicable Administrative Fee(s) are deemed to be confirmed; and
 - c. the Administrative Penalty shall not be subject to any further review, including a review by any court.
- 6.4 A Person's request for a Screening Review or request for an extension of time to request a Screening Review shall be exercised by completing and submitting the prescribed form to the Township.
- 6.5 The Director may grant a request to extend the time to request a Screening Review within the time prescribed in Section 6.3, where a Person demonstrates, to the satisfaction of the Director, the existence of extenuating circumstances.
- 6.6 Where an extension of time to request a Screening Review is not granted by the Director, the Administrative Penalty, including any applicable Administrative Fee(s) are deemed to be confirmed.
- 6.7 Where a Screening Review is granted, the Director shall deliver a Notice of an Appointment for a Screening Review in accordance with Section 8.
- 6.8 Where a Person fails to attend at the date, time and place scheduled for a Screening Review, or fails to provide requested documentation in accordance with a request by a Screening Officer:
- a. the Person shall be deemed to have abandoned the request for a Screening Review;

- b. the Administrative Penalty, including any applicable Administrative Fee(s) are deemed to be confirmed;
 - c. the Person shall pay the Township, a Screening Non-Appeal Fee;
 - d. the Administrative Penalty shall not be subject to any further review, including a review by any Court.
- 6.9 After review of a Screening Review request, a Screening Officer may affirm the Administrative Penalty, including any Administrative Fee(s), or cancel or reduce the Administrative Penalty, including any Administrative Fee(s), or extend the time for payment of the Administrative Penalty, including any Administrative Fee(s) on the following grounds:
- a. where a Person establishes on a balance of probabilities, that they did not contravene the Designated By-law as described in the Penalty Notice;
 - b. the Penalty Notice is defective in substance or form;
 - c. the Penalty Notice was not served in accordance with Section 8; or
 - d. where a Person provides clear and sufficient evidence to establish that the cancellation, reduction or extension of time for payment of the Administrative Penalty, including any Administrative Fee(s), is necessary to relieve any undue hardship.
- 6.10 The Screening Officer may request such information from a Person as the Screening Officer considers relevant to conduct the Screening Review.
- 6.11 A Screening Decision shall be delivered by the Screening Officer in accordance with Section 8 of this By-law to the Person.
- 6.12 A Screening Officer conducting a Screening Review 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.

7. Appeal to Hearing Officer

- 7.1 A Person may request a Hearing Appeal no later than fifteen (15) days after the date of service of the Screening Decision.
- 7.2 If a Person does not request a Hearing Appeal on or before fifteen (15) days after the date of service of the Screening Decision, the Person may request the Director to extend the time to request a Hearing Appeal to a date no later than forty-five (45) days after the date of service of the Screening Decision.
- 7.3 A Person's right to request an extension of time for a Hearing Appeal expires, if it has not been exercised, on or before forty-five (45) days after the date of service of the Screening Decision, at which time:
 - a. the Person shall be deemed to have waived the right to request a Hearing Appeal;
 - b. the Screening Decision, which includes the Administrative Penalty, and any applicable Administrative Fees are deemed to be confirmed; and
 - c. the Screening Decision, which includes the Administrative Penalty, and any applicable Administrative Fees shall not be subject to any further review, including a review by any Court.
- 7.4 A Person's request for a Hearing Appeal or request for an extension of time to request a Hearing Appeal shall be exercised by completing and submitting the prescribed form to the Township.
- 7.5 The Director may grant a request to extend the time to request a Hearing Appeal within the time prescribed in Section 7.2, where a Person demonstrates, to the satisfaction of the Director, the existence of extenuating circumstances.

- 7.6 Where an extension of time to request a Hearing Appeal is not granted by the Director, the Screening Decision, which includes the Administrative Penalty, including any applicable Administrative Fee(s) are deemed to be confirmed.
- 7.7 Where a Hearing Appeal is granted, the Director shall deliver a Notice of an Appointment for a Hearing Appeal in accordance with Section 8.
- 7.8 Where a Person fails to attend at the date, time and place scheduled for a Hearing Appeal:
- a. the Person shall be deemed to have abandoned the request for a Hearing Appeal;
 - b. the Screening Decision, which includes the Administrative Penalty and any applicable Administration Fees are deemed to be confirmed on the date scheduled for the Hearing;
 - c. the Person shall pay the Township a Hearing Non-Appearence Fee;
 - d. the Screening Decision, which includes the Administrative Penalty, and any applicable Administrative Fees shall not be subject to any further review, including a review by any Court.
- 7.9 A Hearing Officer shall conduct a Hearing in accordance with the Statutory Powers Procedure Act, R.S.O. 1990, c. S.22, as amended.
- 7.10 A Hearing Officer may request such information from a Person as the Hearing Officer considers relevant.
- 7.11 A Hearing Officer shall not make a decision respecting a review of a Screening Decision unless the Hearing Officer has given the Person and a representative of the Township an opportunity to be heard at the date, time and place scheduled for the Hearing.

7.12 After conducting a Hearing, a Hearing Officer may affirm the Administrative Penalty, including any Administrative Fee(s), or cancel or reduce the Administrative Penalty, including any Administrative Fee(s), or extend the time for payment of the Administrative Penalty, including any Administrative Fee(s) on the following grounds:

- a. where a Person establishes on a balance of probabilities, that they did not contravene the Designated By-law as described in the Penalty Notice;
- b. the Penalty Notice is defective in substance or form;
- c. the Penalty Notice was not served in accordance with Section 8; or
- d. where a Person provides clear and sufficient evidence to establish that the cancellation, reduction or extension of time for payment of the Administrative Penalty, including any Administrative Fee(s), is necessary to relieve any undue hardship.

7.13 After a Hearing, a Hearing Decision shall be delivered by the Director in accordance with Section 8 of this By-law to the Person.

7.14 The decision of the Hearing Officer is final.

7.15 A Hearing Officer 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.

8. Service of Documents

8.1 A document, notice or decision, including a Penalty Notice shall be served using one 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
Leave/post at property	Date left/Posted at property of the Person's last known property address
Fax/Email	Date fax/email is sent to the Person's last known fax/email address
Regular/Registered Mail	Five (5) days after the date of mailing

- 8.2 A Person's last known fax number, email or property address includes the fax number, email or property address provided by the Person to the Township during any transaction between the Township and the Person, or the contact information included in the Township's property tax file.
- 8.3 In addition to the service methods provided for under Section 8.1, an Officer may serve a Penalty Notice for a contravention of a Designated By-law respecting the parking, standing, or stopping of vehicles on a Person who is the Owner of a vehicle by:
- a. affixing the Penalty Notice to the vehicle in a conspicuous place; or
 - b. giving the Penalty Notice personally to the Person who has care or control of the vehicle, at the time of the contravention;
 - c. sending the Penalty Notice by registered mail to the Owner of a vehicle.

9. Administration

- 9.1 The Director shall administer this By-law and establish any additional practices and procedures necessary to implement this By-law and may amend such practices and procedures from time to time as they deem necessary, without amendment to this By-law, provided that such practices and procedures are not in conflict, or inconsistent with this By-law.

- 9.2 The Chief Administrative Officer or their delegate shall prescribe all forms and notices including the Penalty Notice, necessary to implement this By-law and may amend such forms and notices from time to time, as the Chief Administrative Officer or their delegate deems necessary, without amendment to this By-law, provided that the contents of such forms and notices are not in conflict with this By-law.
- 9.3 The Director may cancel an Administrative Penalty, including any Administrative Fee(s) where a Penalty Notice was issued to a Person because an error was made by the Township.
- 9.4 The Director may cancel an Administrative Fee, without cancelling the Administrative Penalty, where the Administrative Fee was imposed as a result of an error made by the Township.
- 9.5 Where an Administrative Penalty is not paid within fifteen (15) days after it becomes due and payable, the Person to whom the Penalty Notice was issued to, shall pay the Township a Late Payment Fee.
- 9.6 A Person shall pay a NSF Fee to the Township where payment of an Administrative Penalty or Administrative Fee(s) was unable to be processed and payment was not received by the Township.
- 9.7 A Person shall pay a MTO Fee to the Township where the Township through the Ministry, conducts a search of documents or information, makes a request, or provides notification, about a vehicle or the owner of a vehicle for the purposes of administering and enforcing this By-law.
- 9.8 An Administrative Penalty, including any Administrative Fee(s), that are confirmed or reduced, or in respect of which the time for payment has been extended is due and payable and constitutes a debt to the Township owed by the Person to whom the Penalty Notice was issued to.
- 9.9 Where an Administrative Penalty, and any applicable Administrative Fee(s), are not paid by the Person to whom the

Penalty Notice was issued to within forty-five (45) days after the date on which they are due and payable, the Township may:

- a. notify the Ministry of the default which shall result in plate denial;
- b. add the Administrative Penalty, and any applicable Administrative Fee(s) to the tax roll and collect it in the same manner as municipal taxes;
- c. pursue any other collection mechanisms available to the Township.

9.10 Where the Township notifies the Ministry of a default under this By-law, the Person to whom the Penalty Notice was issued to shall pay any applicable administrative(s) fees imposed by the Ministry.

9.11 Where an Administrative Penalty is cancelled by a Screening Officer or Hearing Officer, any Administrative Fee(s) are also cancelled.

9.12 An authorized representative is permitted to appear on behalf of a Person who has been issued a Penalty Notice at a Screening Review or Hearing Appeal, or to communicate with the Township on behalf of that Person upon producing written authorization.

9.13 Any time limit that would otherwise expire, is extended to the next day that is not a Holiday.

10. Severability

10.1 Should any provision, or any part of a provision of this By-law be declared invalid, or to be of no force and effect by a court of competent jurisdiction, it is the intent of Council that such provision, or part of a provision, shall be severed from this By-law, and every other provision of this By-law shall be applied and enforced in accordance with its terms to the extent possible according to law.

10.2 The Clerk is authorized to make changes to this by-law after enactment by Council to correct spelling, punctuation or grammatical errors, or errors that are of a clerical, typographical or similar nature.

11. Singular and Plural Use

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

12. Schedules

12.1 The following schedules attached hereto form part of this By-law:

- a. Schedule 'A' - Designated By-laws and Administrative Penalties

13. Repeal

13.1 That By-law 2023-073 is hereby repealed and replaced.

14. Effective Date

14.1 That this By-law shall come into force and take effect immediately after the final passing hereof.

READ AND ENACTED in Open Council this 12th day of February, 2024.


PETER KOETSIER, MAYOR


KAREN WAY, CLERK



Schedule A
Designated By-laws and Administrative Penalties

Township of Georgian Bay

Burning By-law 2019-18

ITEM	SHORT FORM WORDING	BYLAW SECTION	ADMINISTRATIVE PENALTY
1	Burn without a current fire permit	Section 3(a)	\$400.00
2	Failing to Supervise Fire	Section 3(b)	\$400.00
3	Burning Kitchen Garbage	Section 3(d)	\$400.00
4	Burning treated or painted lumber	Section 3(d)	\$400.00
5	Burning construction materials	Section 3(d)	\$400.00
6	Burning materials containing rubber	Section 3(d)	\$400.00
7	Burning materials containing plastic	Section 3(d)	\$400.00
8	Burning materials containing tar	Section 3(d)	\$400.00
9	Burning hazardous materials	Section 3(d)	\$400.00
10	Fire causing a nuisance	Section 3(e)	\$400.00
11	Burning other than clean dry wood/yard waste	Section 3(f)	\$400.00
12	Burning on township land without permission	Section 3(g)	\$400.00
13	Allowing or permitting out of control fire	Section 3(h)	\$500.00
14	Create smoke conditions as to impair motorist vision	Section 3(i)	\$400.00
15	Failing to provide adequate means of extinguishment	Section 3(j)	\$400.00
16	Burning during windy conditions	Section 3(k)	\$400.00
17	Burning during a fire Ban	Section 3(m)	\$400.00

18	Burning too close to a building	Section 4(a)	\$400.00
19	Burning too close to a vehicle	Section 4(a)	\$400.00
20	Burning too close to a Structure	Section 4(a)	\$400.00
21	Burning too close to a hedge	Section 4(a)	\$400.00
22	Burning too close to a fence	Section 4(a)	\$400.00
23	Burning too close to a road	Section 4(a)	\$400.00
24	Burning too close to an overhead wire	Section 4(a)	\$400.00
25	Burning too close to obstruction of any kind	Section 4(a)	\$400.00
26	Burning too close to combustible materials	Section 4(b)	\$400.00
27	Burning area too large	Section 4(c)	\$400.00
28	Bonfire during high danger rating	Section 4(d)	\$400.00
29	Burning too close to building	Section 5(a)	\$400.00
30	Burning too close to vehicle	Section 5(a)	\$400.00
31	Burning too close to a structure	Section 5(a)	\$400.00
32	Burning too close to hedge	Section 5(a)	\$400.00
33	Burning too close to a fence	Section 5(a)	\$400.00
34	Burning too close to road	Section 5(a)	\$400.00
35	Burning too close to an overhead wire	Section 5(a)	\$400.00
36	Burning too close to an obstruction of any kind	Section 5(a)	\$400.00
37	Burning area too large	Section 5(b)	\$400.00
38	Fail to supervise barbeque	Section 6(a)	\$400.00

39	Fail to supervise gas fire outdoor appliance	Section 6(b)	\$400.00
40	Set off fireworks during high fire danger rating	Section 6(d)	\$400.00
41	Set off fireworks during fire ban	Section 6(e)	\$500.00
42	Failing to extinguish fire when ordered	Section 7	\$500.00

Township of Georgian Bay
Clean Yards By-law 2008-91

ITEM	SHORT FORM WORDING	BYLAW SECTION	ADMINISTRATIVE PENALTY
1	Fail to keep ground, yards, or vacant land drained and clear of all garbage, waste material refuse or domestic or industrial waste of any kind	Section 2.1	\$300.00
2	Fail to eliminate or correct standing or stagnant water	Section 3.3	\$300.00
3	Littering on Township of Georgian Bay property	Section 4.1	\$300.00
4	Dumping, burying, or disposing of refuse, domestic or industrial waste on any Township of Georgian Bay property	Section 5.1	\$300.00
5	Storing used motor vehicles for wrecking or salvage anywhere within the Township of Georgian Bay	Section 7.1	\$300.00

Township of Georgian Bay
Fireworks By-law 2022-009

ITEM	SHORT FORM WORDING	BYLAW SECTION	ADMINISTRATIVE PENALTY
1	Set of fireworks in a prohibited area	3.1	\$500.00
2	Cause the setting off of fireworks during prohibited time	4.1	\$500.00
3	Permit the setting off Firework during prohibited time	4.1	\$500.00
4	Set off fireworks during the prohibited time	4.1	\$500.00
5	Set off fireworks that create a danger or nuisance	4.3	\$500.00
6	Set off fireworks during a prohibited time	4.4	\$500.00
7	Set off fireworks without property owner permission	4.5	\$500.00
8	Cause a fireworks display without a valid permit	5.1	\$800.00
9	Permit a fireworks display without a valid permit	5.1	\$800.00

Township of Georgian Bay
Noise By-law 2022-030

ITEM	SHORT FORM WORDING	BYLAW SECTION	ADMINISTRATIVE PENALTY
1	Cause or permit noise by racing a motorized vehicle	Section 2, schedule 1-1	\$300.00
2	Cause or permit noise from squealing tires	Section 2, schedule 1-2	\$300.00
3	Cause or permit noise by operating a combustion engine	Section 2, schedule 1-3	\$300.00
4	Cause or permit noise by operating a pneumatic device	Section 2, schedule 1-3	\$300.00
5	Cause or permit noise by operating construction equipment	Section 2, schedule 1-3	\$300.00
6	Cause or permit noise from the operation of a motor vehicle with a trailer	Section 2, schedule 1-4	\$300.00
7	Cause or permit noise from mechanical equipment that is not properly maintained	Section 2, schedule 1-5	\$300.00
8	Cause or permit noise from a vehicle horn or other warning device	Section 2, schedule 1-6	\$300.00
9	Cause or permit noise from a vehicle stereo or other electronic device	Section 2, schedule 1-7	\$300.00
10	Cause or permit noise from idling of a vehicle	Section 2, schedule 1-8	\$300.00
11	Permit noise made by a dog or pet	Section 2, schedule 1-9	\$300.00
12	Cause or permit noise from the discharge of a firearm	Section 2, schedule 1-10	\$300.00

13	Cause or permit noise from any electronic device or sound producing equipment	Section 3, schedule 2-1	\$300.00
14	Cause or permit noise from any electronic device or sound producing equipment in a "quiet zone"	Section 3, schedule 2-1	\$300.00
15	Cause or permit noise from a whistle, bell, gong or horn	Section 3, schedule 2-2	\$300.00
16	Cause or permit noise from the operation of construction equipment	Section 3, schedule 2-3	\$300.00
17	Cause or permit the operation of heavy construction equipment	Section 3, schedule 2-4	\$300.00
18	Cause or permit noise from the operation of a combustion engine for a toy or model	Section 3, schedule 2-5	\$300.00
19	Cause or permit noise from the operation of motorized conveyance	Section 3, schedule 2-6	\$300.00
20	Cause or permit noise from the operation of a tool	Section 3, schedule 2-7	\$300.00
21	Cause or permit noise for advertising by shouting, outcry, or amplified sound	Section 3, schedule 2-8	\$300.00
22	Cause or permit noise from yelling or shouting	Section 3, schedule 2-9	\$300.00
23	Cause or permit noise from yelling or shouting in a "quiet zone"	Section 3, schedule 2-9	\$300.00
24	Obstruction of peace officer	Section 13 (e)	\$500.00

Township of Georgian Bay
Short-Term Rentals By-law 2023-116

ITEM	SHORT FORM WORDING	BYLAW SECTION	ADMINISTRATIVE PENALTY	2 nd OFFENCE ADMINISTRATIVE PENALTY	3 RD OFFENCE OR BEYOND ADMINISTRATIVE PENALTY
1	Number of Guests on premises contrary to Registration	3.2	\$500.00	\$1000.00	\$1500.00
2	Parking contrary to approved Registration	3.3	\$500.00	\$1000.00	\$1500.00
3	Failure to post required documentation	3.5	\$500.00	\$1000.00	\$1500.00
4	Failure to provide fire extinguisher as required	3.6	\$500.00	\$1000.00	\$1500.00
5	Failure to respond to concern within 60 minutes	3.7	\$500.00	\$1000.00	\$1500.00
6	Failure to notify of a registration change within 7 days	4.4	\$500.00	\$1000.00	\$1500.00
7	Removal of STR placard or order without consent	8.5	\$500.00	\$1000.00	\$1500.00
8	Fail to comply with an order	8.7	\$500.00	\$1000.00	\$1500.00
9	Operating STR without Registration	11.1	\$500.00	\$1000.00	\$1500.00
10	Advertising STR without Registration	11.2	\$500.00	\$1000.00	\$1500.00
11	Operating STR for Commercial activities	11.3	\$500.00	\$1000.00	\$1500.00

12	Providing False information on STR application	11.4	\$500.00	\$1000.00	\$1500.00
13	Operating STR contrary to STR registration	11.5	\$500.00	\$1000.00	\$1500.00
14	Operating STR contrary to STR Site plan	11.6	\$500.00	\$1000.00	\$1500.00
15	Overnight occupation in other than approved guest rooms.	11.7	\$500.00	\$1000.00	\$1500.00
16	Violation of Renter's code of conduct	11.8	\$500.00	\$1000.00	\$1500.00
17	Hinder/Obstruct an Officer	12.1	\$500.00	\$1000.00	\$1500.00

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

BY-LAW NUMBER 2021 – 71

**Including Amending By-law 2022-50 and 2023-40
Office Consolidation**

**BEING A BY-LAW TO ESTABLISH A COMPREHENSIVE SYSTEM OF ADMINISTRATIVE MONETARY
PENALTIES FOR THE TOWN OF THE BLUE MOUNTAINS**

WHEREAS section 8(1) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended provides that the powers of a municipality shall be interpreted broadly as to confer broad authority on a municipality to enable it to govern its affairs as it considers appropriate, and enhance its ability to respond to municipal issues;

AND WHEREAS section 391(1) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended provides for a municipality to impose fees and charges on persons for services or activities it provides and for the use of its property;

AND WHEREAS section 23.1 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended authorizes a municipality to delegate its powers and duties;

AND WHEREAS section 434.1 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended provides that a municipality may require a person to pay an Administrative Monetary Penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the *Municipal Act*;

AND WHEREAS section 434.2 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended provides that an Administrative Monetary Penalty imposed by the municipality on a person constitutes a debt of the person to the municipality;

AND WHEREAS the Province of Ontario adopted the “Administrative Penalties” regulation, O. Reg 333/07 pursuant to the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended;

AND WHEREAS the Council of the Corporation of the Town of The Blue Mountains considers it desirable to have an Administrative Monetary Penalty By-law that sets out a process for all regulatory by-laws to which administrative monetary penalties may apply;

NOW THEREFORE the Council of the Corporation of the Town of The Blue Mountains enacts as follows:

1. SHORT TITLE

- 1.1 This by-law shall be known and may be cited as the “Administrative Monetary Penalties By-law”.

2. APPLICABILITY AND SCOPE

- 2.1 This By-law applies to, and only to a **Designated By-law**.
- 2.2 This By-law shall apply to any contravention of a **Designated By-law** listed in Schedule “A” of this By-law. The short form wording to be used for a contravention of a **Designated By-law** and the **Administrative Monetary Penalty** imposed are as set out in Schedule “A” of this By-law.
- 2.3 The *Provincial Offences Act, R.S.O. 1990, c. P.33*, as amended, will continue to apply to contraventions of a **Designated By-law**, except that no **Person** that is issued a Penalty Notice under this By-law in respect of a contravention of a **Designated By-law** shall be charged with an offence in respect of the same contravention under the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.

3. DEFINITIONS

3.1 In this By-law:

“Administrative Monetary Penalty” means a monetary penalty imposed and as set out in Schedule “A” of this By-law for a contravention of a **Designated By-law** and when imposed includes an administrative fee as set out in Schedule “B”;

“Chief Administrative Officer” means the Chief Administrative Officer for the Town or any Person designated by the Chief Administrative Officer;

“Council” means the Council of the **Town**;

“Clerk” means the Clerk for the **Town** or any **Person** designated by the Clerk;

“Designated By-law” means a by-law or provision of a by-law that is designated under this or any other by-law, as a by-law or provision of a by-law to which this By-law applies;

“Director of Human Resources” means the Director of Human Resources for the **Town** or any **Person** designated by the Director of Human Resources;

“Hearing No Show Fee” means an administrative fee as set out in Schedule “B” of this By-law in respect of a **Person’s** failure to appear at the time and place scheduled for a review before a **Hearings Officer**;

“Hearings Officer” means a **Person** appointed by **Council** to perform the duties of a Hearing Officer for the purposes of this By-law;

“Hearing Officer’s Decision” means a notice that contains the decision of a **Hearings Officer**;

“Holiday” means a Saturday, Sunday, any statutory holiday in the Province of Ontario or any day the offices for the **Town** are officially closed for business;

“Late Payment Fee” means an administrative fee as set out in Schedule “B” of this By-law in respect of a **Person’s** failure to pay an **Administrative Monetary Penalty** within the time prescribed in this By-law;

“Officer” means a police officer, a Municipal Law Enforcement Officer or other person appointed by or under the authority of a **Town** by-law to enforce a **Designated By-law**;

“Owner” includes,

- (a) the **Person** for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the **Person’s** own account or as agent or trustee of any other **Person**, or who would receive the rent if the land and premises were let;
- (b) a lessee or occupant of the property;
- (c) a **Person** having care and control of the property;

“Parent” means a **Person** who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that **Person** is the natural parent of the child;

“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;

“Penalty Notice” means a notice issued by an **Officer** for a contravention of a **Designated By-law**;

“Penalty Notice Date” means the date of the contravention specified on the **Penalty Notice**;

“Penalty Notice Number” means the number specified on the **Penalty Notice**;

“Power of Decision” means a power or right, conferred by or under this By-law, to make a decision deciding or prescribing, the legal rights, powers, privileges, immunities, duties or liabilities of a **Person**;

- (a) in the case of a **Screening Officer**, in respect of a request to review an **Administrative Monetary Penalty**;
- (b) in the case of a **Hearings Officer**, in respect of a request to review a **Screening Decision**;

“Relative” includes any of the following **persons**:

- (a) **spouse**;
- (b) **parent**, including step-child and grandchild;
- (c) siblings and children of siblings;
- (d) aunt, uncle, niece and nephew;
- (e) in-laws, including mother, father, sister, brother, daughter, and son; or
- (f) a **person** who lives with the **person** on a permanent basis;

“Regulation” means the Administrative Penalties, Ontario Regulation 333/07 under the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended;

“Request for Review By Hearings Officer” means a form provided by the **Town** to request a review of a **Screening Decision**;

“Screening Decision” means a notice which contains the decision of a **Screening Officer**;

“Screening Officer” means a **Person** appointed by **Council** to perform the duties of a Screening Officer for the purposes of this By-law;

“Screening No Show Fee” means an administrative fee as set out in Schedule “B” of this By-law in respect of a **Person’s** failure to appear at the time and place scheduled for a review by a **Screening Officer**;

“Spouse” means a **Person** to whom the **Person** is married or with whom the **Person** is living in a conjugal relationship outside marriage;

“Tax Roll Address” means the mailing address and contact information for the owner of property that appears in the **Town’s** municipal tax assessment records;

“Town” means the Corporation of the Town of The Blue Mountains or the land within the geographic limits of the Corporation of the Town of The Blue Mountains as the context requires.

4. GENERAL PROVISIONS

- 4.1. Where an **Administrative Monetary Penalty** is cancelled by a **Screening Officer** or a **Hearings Officer** any administrative fee is also cancelled.
- 4.2. Any time limit that would otherwise expire on a **Holiday** is extended to the next day that is not a **Holiday**.
- 4.3. Any Schedule attached to this By-law forms part of this By-law.

- 4.4. Sections 431 and 440 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, apply to this By-law, providing respectively, for a court of competent jurisdiction to prohibit the contravention or repetition of an offence, and, upon application of the **Town**, for a court to make orders to restrain a contravention, which remedies may be sought in addition to any remedy or penalty imposed under this By-law.
- 4.5. Nothing in this By-law limits the **Town's** right to enforce a **Designated By-law** by any other and all legal means.

5. PENALTY NOTICE

- 5.1 A **Penalty Notice** shall include the following information:

- (a) the name of the **Person(s)**;
- (b) the **Penalty Notice Date**;
- (c) a **Penalty Notice Number**;
- (d) the short form wording outlined in Schedule "A" of the By-law, which describes the particulars of the contravention;
- (e) the amount of the **Administrative Monetary Penalty** outlined in Schedule "A" of this By-law;
- (f) the name and identification number of the **Officer**;
- (g) such information as the **Director of Chief Administrative Officer** or designate determines is appropriate respecting the process by which the **Person** may exercise the **Person's** right to request a review of the **Administrative Monetary Penalty**;
- (h) a statement advising that an **Administrative Monetary Penalty**, including any administrative fee, will, unless cancelled or reduced pursuant to a review, constitute a debt of the **Person** to the **Town**.

- 5.2 An **Officer** who has reason to believe that a **Person** has contravened a provision of a **Designated By-law** may issue a **Penalty Notice** to that **Person**.
- 5.3 Every **Person** who contravenes a provision of a **Designated By-law** shall, when given a **Penalty Notice**, be liable to pay to the **Town** the **Administrative Monetary Penalty** set out in the **Penalty Notice** within 15 days of the **Penalty Notice Date**.
- 5.4 No **Officer** shall accept payment in respect of an **Administrative Monetary Penalty**.
- 5.5 Where a **Penalty Notice** is issued in respect of a contravention of a **Designated By-law** for which **Owners** of a property are responsible, the **Penalty Notice** shall include the name of all **Persons** who are the registered owners of such property, and such **Persons** shall be jointly and severally liable for the **Penalty Notice**.

6. SERVICE OF A PENALTY NOTICE

- 6.1 Service of any document or notice, including a **Penalty Notice**, respecting this By-law may be given in writing in any of the following ways and is effective:
- (a) when a copy is delivered to the **Person** to whom it is addressed;
 - (b) on the 5th day after a copy is sent by registered mail or by regular letter mail to the **Person's** last known address;
 - (c) upon the conclusion of the transmission of a copy by facsimile transmission to the **Person's** last known facsimile transmission number;
 - (d) upon sending a copy by e-mail transmission to the **Person's** last known e-mail address; or
 - (e) where a **Penalty Notice** is issued pursuant to By-law 2022-49, as amended by By-law 2022-49 or By-law 2001-88, as amended, service under this section shall be deemed effective upon the affixing of the **Penalty Notice** to a motor vehicle in a conspicuous manner (*By-law 2022-50*).

- 6.2 For the purposes of sections 6.1 (b), (c) and (d), a **Person's** last known address, facsimile number and e-mail address may include an address, facsimile number and e-mail address provided by the **Person** to the **Town**, including the **Tax Roll Address**, information provided in an application for a licence made by a **Person** under a **Town** Licensing By-law or as provided in writing or in a form supplied by the **Town** for the purposes of administration of this By-law.
- 6.3 In addition to the service methods in section 6.1, an **Officer** may serve the **Penalty Notice** on a **Person** who is the **Owner** of a property that is in contravention of a **Designated By-Law**, by delivering it personally to the **Person** having care and control of the property and then sending a copy by regular mail to the **Tax Roll Address**;
- 6.4 Service of a **Penalty Notice** under section 6.3 is effective on the 5th day after a copy is sent by regular letter mail to the **Tax Roll Address**.

7. SCREENING OFFICER REVIEW

- 7.1 A **Person** who is given a **Penalty Notice** may request that the **Administrative Monetary Penalty** be reviewed by a **Screening Officer** within 15 days after the **Penalty Notice Date**.
- 7.2 If a **Person** does not request a review within the time limit set out in section 7.1, a **Person** may request that the **Screening Officer** extend the time to request a review within 30 days after the **Penalty Notice Date**.
- 7.3 A **Person's** right to request a review or to request an extension of time to request a review are exercised by:
- (a) calling the telephone number listed on the **Penalty Notice**, providing the information required as set out in the **Penalty Notice** and scheduling the time and place for the review; or
 - (b) attending in person or by a representative at the place specified in the **Penalty Notice** to provide the information required in the **Penalty Notice** and scheduling the time and place for the review.
- 7.4 A **Person's** right to request an extension of time in section 7.2 expires if it has not been exercised within 30 days after the **Penalty Notice Date** at which time:
- (a) the **Person** shall be deemed to have waived the right to request a review;
 - (b) the **Administrative Monetary Penalty**, including any administrative fees, shall be deemed to be affirmed on the 16th day after the **Penalty Notice Date**; and
 - (c) the **Administrative Monetary Penalty**, including any administrative fees, is not subject to any further review, including review by any court.
- 7.5 A review or a request for an extension of time to request a review shall only be scheduled by the **Town** if the **Person** has exercised his or her right to request a review or an extension of time to request a review within the time limits set out in sections 7.1 or 7.2.

- 7.6 Where a **Person** fails to attend at the time and place scheduled for a review by the **Screening Officer**:
- (a) the **Person** shall be deemed to have abandoned the request for a review of the **Administrative Monetary Penalty**;
 - (b) the **Person** shall pay to the **Town** a **Screening No Show Fee**;
 - (c) the **Administrative Monetary Penalty**, including any administrative fees, shall be deemed to be affirmed on the date that was scheduled for the review; and
 - (d) the **Administrative Monetary Penalty**, including any administrative fees, is not subject to any further review, including review by any court.
- 7.7 For the purposes of section 7.2, the **Screening Officer** may only extend the time to request a review of an **Administrative Monetary Penalty** where the **Person** demonstrates, on a balance of probabilities, the existence of extenuating circumstances that prevented the **Person** from exercising the right to request a review in the timeframe set out in section 7.1.
- 7.8 Where an extension of time is not granted by the **Screening Officer** the **Administrative Monetary Penalty**, including any administrative fees, is deemed to be affirmed on the 16th day after the **Penalty Notice Date**.
- 7.9 After a review of the **Administrative Monetary Penalty** has been held, the **Screening Officer** shall deliver a **Screening Decision** to the **Person**.
- 8.0 HEARING OFFICER REVIEW**
- 8.1 A **Person** may request a review of a **Screening Decision** by a **Hearings Officer** within 15 days after the **Screening Decision** has been delivered to the **Person**.
- 8.2 If a **Person** has not requested a review within the time limit set out in section 8.1, a **Person** may request that the **Hearings Officer** extend the time to request a review within 30 days after the **Screening Decision** has been delivered to the **Person**.
- 8.3 A **Person's** right to request an extension of time in section 8.2 expires if it has not been exercised within 30 days after the **Screening Decision** has been delivered at which time:
- (a) the **Person** shall be deemed to have waived the right to request a hearing;
 - (b) the **Screening Decision**, which includes the **Administrative Monetary Penalty** and any administrative fees, shall be deemed to be affirmed; and
 - (c) the **Screening Decision**, which includes the **Administrative Monetary Penalty** and any administrative fees, is not subject to any further review, including review by any court.
- 8.4 A **Person's** right to request a review of a **Screening Decision** or to request an extension of time to request the review are exercised by:
- (a) attending in person or by representative at the place specified in the **Request for Review by Hearings Officer**; and
 - (b) filing a completed **Request for Review by Hearings Officer** form.
- 8.5 A review or a request for an extension of time to request a review shall only be scheduled by the **Town** if the **Person** has exercised his or her right to request a review or an extension of time to request a review within the time limits set out in sections 8.1 and 8.2.

- 8.6 Where a **Person** fails to attend at the time and place scheduled for a review by a **Hearings Officer**:
- (a) the **Person** shall be deemed to have abandoned the request for a review of the **Screening Decision**;
 - (b) the **Person** shall pay to the **Town** a **Hearing No Show Fee**;
 - (c) the **Screening Decision**, which includes the **Administrative Monetary Penalty** and any administrative fees, shall be deemed to be affirmed on the date that was scheduled for the Hearing; and
 - (d) the **Screening Decision**, which includes the **Administrative Monetary Penalty** and any administrative fees, is not subject to any further review, including review by any court.
- 8.7 For the purposes of section 8.2, a **Hearings Officer** may only extend the time to request a review of a **Screening Decision** where the **Person** demonstrates, on a balance of probabilities, the existence of extenuating circumstances that prevented the **Person** from exercising the right to request a review in the timeframe set out in section 8.1.
- 8.8 Where an extension of time is not granted by a **Hearings Officer** the **Screening Decision**, which includes the **Administrative Monetary Penalty** and any administrative fees, is deemed to be affirmed and shall not be subject to any further review, including review by any court.
- 8.9 A **Hearings Officer** shall not make any decision respecting a review of a **Screening Decision** unless the **Hearings Officer** has given the **Person** and the **Town** an opportunity to be heard at the time and place scheduled for the hearing of the review.
- 8.10 All hearings conducted by a **Hearings Officer** shall be in accordance with the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended.
- 8.11 After a hearing is complete the **Hearings Officer** shall issue to the **Person** a **Hearing Officer's Decision**.

9. ESTABLISHMENT AND APPOINTMENT OF SCREENING AND HEARING OFFICERS

- 9.1 The position of **Screening Officer** is established for the purpose of exercising the **Power of Decision** in the review of an **Administrative Monetary Penalty** in accordance with this By-law and the **Regulation**.
- 9.2 The following are not eligible for appointment as a **Screening Officer**:
- (a) a member of **Council**;
 - (b) an **Officer**;
 - (c) a **relative** of a **person** referenced in section 9.2(a) and 9.2(b).
- 9.3 The position of **Hearings Officer** is established for the purpose of exercising the **Power of Decision** in the review of a **Screening Decision** in accordance with this By-law and the **Regulation**.
- 9.4 The following are not eligible for appointment as a **Hearing Officer**:
- (a) a member of **Council**;
 - (b) an employee of the **Town**;
 - (c) an **Officer**;
 - (d) a **relative** or a **person** referenced in section 9.4(a), 9.4(b) and 9.4(c);
 - (e) a **person** indebted to the **Town** other than:
 - (i) in respect of current real property taxes; or
 - (ii) pursuant to an agreement with the **Town**, the terms with which the **person** is in compliance.

- 9.5 A **Screening Officer** and a **Hearings Officer** shall be appointed by **Council** on the recommendation of the **Director of Human Resources** which recommendation shall give preference to an eligible candidate:
- (a) with knowledge of and experience in administrative law; and
 - (b) of good character.
- 9.6 A **Screening Officer** and a **Hearings Officer** shall hold office for the term or remainder of the term of **Council** that appointed the **Screening Officer** and **Hearings Officer** and thereafter until a successor is appointed.
- 9.7 A **Screening Officer** and a **Hearings Officer** shall be remunerated at the rate from time to time established by **Council**.
- 9.8 No **person** shall attempt, directly or indirectly, to communicate with or influence a **Screening Officer** or a **Hearings Officer** respecting the determination of an issue respecting a **Power of Decision** in a proceeding that is or will be pending before the **Screening Officer** or **Hearings Officer** except a **Person** who is entitled to be heard in the proceeding or the **Person's** lawyer, licensed representative or authorized agent and only by that **Person** or the **Person's** lawyer, licensed representative or authorized agent during the screening or hearing of the proceeding in which the issue arises.
- 9.9 Section 9.8 does not prevent a **Screening Officer** or **Hearings Officer** from seeking and receiving legal advice.
- 9.10 Sections 9.6 and 9.7, do not apply to a **Screening Officer** that is an employee of the **Town**.

10. JURISDICTION OF SCREENING AND HEARINGS OFFICER

- 10.1 Neither a **Screening Officer** nor a **Hearings Officer** has jurisdiction to consider questions relating to the validity of a statute, regulation or by-law or the constitutional applicability or operability of any statute, regulation or by-law.
- 10.2 On a review of the **Administrative Monetary Penalty**, the **Screening Officer** may affirm the **Administrative Monetary Penalty**, including any administrative fee, or the **Screening Officer** may cancel, reduce, or extend the time for payment of the **Administrative Monetary Penalty**, including any administrative fee, on the following grounds:
- (a) where the **Person** establishes on a balance of probabilities, that he or she did not contravene the **Designated By-law** as described in the **Penalty Notice**;
 - (b) where the **Person** provides clear and sufficient evidence to establish that the cancellation, reduction or extension of time for payment of the **Administrative Monetary Penalty**, including any administrative fees, is necessary to relieve any undue hardship;
 - (c) where the **Person** took all reasonable steps to prevent or avoid the contravention; or (*By-law 2022-50*); and
 - (d) where the **Screening Officer** deems it in the interest of justice to do so (*By-law 2022-50*).
- 10.3 On a review of a **Screening Decision**, a **Hearings Officer** may affirm the **Screening Decision**, or the **Hearings Officer** may cancel, reduce or extend the time for payment of the **Administrative Monetary Penalty**, including any administrative fee, on the following grounds:
- (a) where the **Person** establishes on a balance of probabilities, that he or she did not contravene the **Designated By-law** as described in the **Penalty Notice**;
 - (b) where the **Person** provides clear and sufficient evidence to establish that the cancellation, reduction or extension of time for payment of the **Administrative Monetary Penalty**, including any administrative fee, is necessary to relieve any undue hardship;

- (c) where the **Person** took all reasonable steps to prevent or avoid the contravention; or (*By-law 2022-50*); and
- (d) where the **Hearings Officer** deems it in the interest of justice to do so (*By-law 2022-50*).

10.4 Any decision by a **Hearings Officer** is final and is not subject to any further review, including review by any court.

11. ADMINISTRATION OF THE BY-LAW

- 11.1 The **Chief Administrative Officer** or designate shall administer the By-law and establish any practices, policies and procedures necessary to implement the By-law.
- 11.2 The **Chief Administrative Officer** or designate shall prescribe all forms and notices, including the **Penalty Notice**, necessary to implement the By-law and may amend such forms and notices from time to time as the **Chief Administrative Officer** or designate deems necessary.
- 11.3 The **Chief Administrative Officer** or designate may cancel an **Administrative Monetary Penalty**, including any administrative fee, where the **Penalty Notice** was issued to a **Person** due to an error made by the **Town**.
- 11.4 The **Chief Administrative Officer** or designate may cancel any administrative fee, without cancelling the **Administrative Monetary Penalty**, where the fee was imposed as the result of an error made by the **Town**.

12. FINANCIAL ADMINISTRATION

- 12.1 The **Administrative Monetary Penalty** is due and payable on the **Penalty Notice Date** and within 15 days of the **Penalty Notice Date**.
- 12.2 A **Person** who is given a **Penalty Notice** and who does not pay the amount of the **Administrative Monetary Penalty** within 15 days of the **Penalty Notice Date** shall pay to the **Town** the **Late Payment Fee** and any other administrative fees in Schedule "B" of this By-Law which may be applicable.
- 12.3 An **Administrative Monetary Penalty**, including any administrative fees, that is deemed affirmed is automatically affirmed under this By-law and does not require a **Power of Decision** provided to the **Screening Officer** or the **Hearings Officer**.
- 12.4 Where a **Person** has paid an **Administrative Monetary Penalty** that is then cancelled or reduced pursuant to this By-law, the **Town** shall refund the amount cancelled or reduced including any administrative fees imposed.

13. CONSEQUENCES OF NON-PAYMENT

- 13.1 An **Administrative Monetary Penalty**, including any administrative fees, that is affirmed or reduced or in respect of which the time for payment has been extended is due and payable and constitutes a debt to the **Town** owed by the **Person** to whom the **Penalty Notice** was given.
- 13.2 An **Administrative Monetary Penalty**, including any administrative fees, that is not paid within 15 days after it becomes due and payable shall be deemed to be unpaid taxes and may be collected in the same manner as taxes in accordance with section 434.2 *Municipal Act, 2001, S.O. 2001, c. 25*, as amended.
- 13.3 In the event of extenuating circumstances, a **Person** subject to a **Hearing No Show Fee**

may request in writing to the **Chief Administrative Officer** or designate that the matter be reviewed, and upon providing any and all evidence satisfactory to the **Chief Administrative Officer** or designate , the said administrative fee may be cancelled, and an opportunity for another hearing granted, with the decision by the **Chief Administrative Officer** or designate being final.

14. SEVERABILITY

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

READ A FIRST, SECOND, THIRD TIME AND FINALLY PASSED THIS 23RD DAY OF AUGUST, 2021.

**THE CORPORATION OF THE
TOWN OF THE BLUE MOUNTAINS**

MAYOR – ALAR SOEVER

CLERK – CORRINA GILES

SCHEDULE A TO BY-LAW 2021-71
DESIGNATED BY-LAW PROVISIONS

LICENSING BY-LAW

3. For the purpose of section 2.1 of this By-law:
- (a) Column 1 in the following table lists the provisions in the Licensing By-law No. 2021-70, as amended, that are hereby designated for the purposes of section 434.1 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended;
 - (b) Column 2 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 1;
 - (c) Column 3 in the following table sets out the **Administrative Monetary Penalty** amounts that are payable for contraventions of the designated provisions listed in Column 1.

Item	Column 1 Designated Provision	Column 2 Short Form Wording	Column 3 Administrative Monetary Penalty
1	Schedule C,D,E - Section 2.4	Exceeding Maximum Permitted Occupancy	\$500.00
2	Schedule C,D,E - Section 2.9	Non-availability of Responsible Person	\$500.00
3	Schedule C,D,E - Section 2.9	Non-availability of Rental or Lease Management Program Representative	\$500.00
4	Schedule C,D,E - Section 2.6	Fail to post Licence	\$500.00
5	Section 2.3	Operate without a Licence	\$2500.00
6	Section 2.4	Advertise without a Licence – Short Term Rental Property Unit	\$500.00
7	Section 2.4	Advertise without a Licence – Bed and Breakfast Establishment	\$500.00
8	Schedule F – Section 2.5	Failure of the Licensee to be on site at the Premises between the hours of 2300 and 0700.	\$500.00
9	Section 2.12	Permit an activity that causes a nuisance	\$250.00
10	Schedule C,D,E - Section 2.7; Schedule F – Section 2.5	Use premises contrary to Parking Management Plan	\$500.00
11	Schedule C,D,E - Section 2.7	Operating without functioning noise notification system where required	\$500.00
12	Schedule C,D,E - Section 2.10	Use or permit the use of an outdoor hot tub or pool between 2300 and 0700 hours	\$500.00
13	Schedule C,D,E - Section 2.11	Failure to properly secure or cover a Pool or Hot Tub	\$500.00
14	Schedule C,D,E - Section 2.12	Use or permit the use or ignition of an outdoor fire or fire pit without a permit	\$500.00
15	Section 13	Failure to Comply with an Order	\$500.00

PARKING BY-LAW

For the purposes of section 2.1 of this By-law:

- a. The Parking By-law 2022-49 is a Designated By-law;
- b. The penalties for a contravention of the Parking By-law 2044-49 are set out in Schedule 3 of the Parking By-law (*By-law 2022-50*).

REGULATION OF WATER SUPPLY BY-LAW

For the purpose of section 2.1 of the By-law:

- a. The Regulation of Water Supply By-law 2023-37 is a Designated By-law;
- b. The penalties for a contravention of the Regulation of Water Supply By-law 2023-37 are set out in Schedule B of the Regulation of Water Supply By-law 2023-37 (*By-law 2023-40*).

BACKFLOW PREVENTION BY-LAW

For the purpose of section 2.1 of the By-law:

- a. The Backflow Prevention By-law 2013-31 is a Designated By-law;
- b. The penalties for a contravention of the Backflow Prevention By-law 2013-31 are set out in Schedule C of the Backflow Prevention By-law 2013-31 (*By-law 2023-40*).

SEWER USE BY-LAW

For the purpose of section 2.1 of the By-law:

- a. The Sewer Use By-law 2019-62 is a Designated By-law.
- b. The penalties for a contravention of the Sewer Use By-law 2019-62 are set out in Schedule A of the Sewer Use By-law 2019-62 (*By-law 2023-40*).

SCHEDULE B TO BY-LAW NO. 2021-71
ADMINISTRATIVE FEES

Item No.	COLUMN 1 Administrative Fee	COLUMN 2 Amount
1	Late Payment Fee	\$25.00
2	Screening No Show Fee	\$125.00
3	Hearing No Show Fee	\$350.00
4	Land Title Search Fee	\$25.00
5	Title Deed Fee	\$15.00

**THE CORPORATION OF THE TOWN OF GRAVENHURST
BY-LAW NO. 2024-92**

Being a By-law to Amend By-law 2022-103, Adopt a Schedule of
Administrative Monetary Penalties for the Town of Gravenhurst

WHEREAS the Council of the Town of Gravenhurst has deemed it necessary to update the Town schedule of Administrative Monetary Penalties from time to time;

AND WHEREAS Section 391 of the Municipal Act authorizes the Town to imposing fees or charges on persons;

AND WHEREAS Section 434.1 of the Municipal Act S.O. 2001, c.25, as amended, without limiting sections 9, 10 and 11, a municipality may 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 this Act;

AND WHEREAS the Council of the Municipality may amend enacted by-laws from time to time to ensure that they remain relevant and reflect best municipal practices;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF GRAVENHURST ENACTS AS FOLLOWS:

1. That Schedule 'A', be replaced with the amended Schedule 'A' of this By-law.
2. In all other respects, By-law No. 2022-103 and amendments thereto are hereby confirmed.

READ AND PASSED this 17th day of September, 2024.



Mayor



Clerk

Schedule 'A' to By-law No. 2022-103
Administrative Penalties

1. For the purposes of Section 3 of this By-law, Column A3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended from time to time.
2. Column A4 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 A3.
3. Column A5 in the following table sets out the Administrative Penalty for the Early Payment Amount in accordance with Section 4.5 (a) of this By-law that is payable for contraventions of the designated provision listed in Column A3.
4. Column A6 in the following table sets out the Administrative Penalty for the Set Penalty Amount in accordance with Section 4.5 (b) of this By-law that is payable for contraventions of the designated provisions listed in Column A3.

Administrative Penalties

A1 By-law	A2 Item #	A3 Section	A4 Description	A5 Early Payment (7 days)	A6 Set Penalty (15 days)
Short-term Rental By-law 2022-058	1.	2.1	Fail to park in an approved location	\$150.00	\$300.00
	2.	2.2 (a)	Fail to post the Town issued Short-Term Rental Accommodation License	\$500.00	\$1000.00
	3.	2.2 (b)	Fail to post the Renters Code of Conduct	\$500.00	\$1000.00
	4.	3.1 (a)	Fail to obtain a License	\$750.00	\$1500.00
	5.	3.1 (b)	Fail to comply with the Short-Term Rental Accommodation License terms and conditions	\$500.00	\$1000.00
	6.	3.2	Did advertise, promote, broker, or offer the use or occupation of a dwelling unit as a Short-Term Rental accommodation without a valid license	\$500.00	\$1000.00
	7.	3.3	Did permit for the use or occupation of a dwelling unit as a Short-Term Rental Accommodation in contravention of a Provincial Restriction or Order	\$750.00	\$1500.00
	8.	3.4	Did violate the Renter's Code of Conduct	\$500.00	\$1000.00
	9.	3.5	Did alter or modify a Town issued Short-Term Rental Accommodation License	\$500.00	\$1000.00
Burn Control By-law 2023-20	10.	2.1 (a)	Did start/set or permit for a non-permitted open air-fire	\$300.00	\$500.00
	11.	2.1 (b)	Did start/set or permit for more than one open-air fire	\$200.00	\$400.00
	12.	2.1 (c)	Did start/set or permit an open-air fire between the hours of 8:00 a.m. and 6:00 p.m. between April and October	\$350.00	\$600.00
	13.	2.1 (d)	Did permit for the travel of smoke to neighbouring property	\$200.00	400.00

Burn Control By-law 2023-20	14.	2.1 (e)	Did permit for the travel of smoke to cross a public roadway	\$300.00	\$500.00
	15.	2.1 (f)	Did permit for an open-air fire without providing the appropriate extinguishing or controlling measure	\$350.00	\$600.00
	16.	2.1 (g)	Fail to ensure fire is under care and control	\$250.00	\$500.00
	17.	2.1 (h)	Fail to fully extinguish fire	\$300.00	\$600.00
	18.	2.1 (i)	Did start/set or permit a grass fire	\$1000.00	\$1500.00
	19.	2.1 (j)	Did start/set or permit a fire when wind speeds exceed 30 k/m p/hour	\$250.00	\$500.00
	20.	2.1 (k)	Did start/set or permit a fire during a smog alert	\$250.00	\$500.00
	21.	2.1 (l)	Did burn non-permitted materials	\$300.00	\$600.00
	22.	2.1 (m) (i)	Did start/set or permit an open-air fire on non-permitted lands	\$300.00	\$600.00
	23.	2.1 (m) (ii)	Did start/set or permit an open-air fire on Town owned roads, highways, or lands	\$300.00	\$600.00
	24.	2.1 (p)	Did release a sky-lantern.	\$1000.00	\$1500.00
	25.	2.2 (a)	Fail to obtain a permit	\$500.00	\$1000.00
	26.	2.3	Did burn household garbage, appliance, or similar object	\$250.00	\$500.00
	27.	3.1 (a)	Did start/set or permit a recreational open-air fire using wood exceeding dimensions of fire pit	\$250.00	\$500.00
	28.	3.1 (b)	Did start/set or permit a recreational open-air fire to close to property line/combustible structure or object	\$300.00	\$600.00
	29.	4.1 (a)	Did set or permit a non-recreational open-air fire in an urban centre	\$300.00	\$600.00
	30.	4.1 (b)	Did set or permit a non-recreational fire too close to property line, combustible structure, or object	\$300.00	\$600.00
	31.	5.2 (a)	Did set an open-air fire during a declared fire ban	\$500.00	\$750.00
	32.	5.2 (b)	Did Set a campfire during a declared fire ban	\$500.00	\$750.00
	33.	5.2 (c)	Did cook on an unenclosed barbecue during a declared fire ban	\$500.00	\$750.00
	34.	5.2 (d)	Did set or permit fireworks during a declared fire ban	\$1000.00	\$1500.00
Sign	35.	3.1 (a)	Fail to obtain a permit	\$250.00	\$500.00

By-law No. 2023-31	36.	3.1 (b)	Did erect, locate or display a sign not in accordance with approved plans	\$250.00	\$500.00
	37.	3.1 (c)	Did erect, locate or display a sign not in accordance with by-law or variance	\$250.00	\$500.00
	38.	3.1 (d)	Did erect, locate or display a prohibited sign	\$250.00	\$500.00
	39.	3.1 (e)	Did erect, located or display Town property or road allowance	\$250.00	\$500.00
	40.	3.1 (f)	Did obstruct the view of a driver	\$250.00	\$500.00
	41.	3.1 (g)	Did obstruct a traffic sign	\$250.00	\$500.00
	42.	3.1 (h)	Did erect, locate or display a sign not directly related to the principle or ancillary use.	\$250.00	\$500.00
	43.	3.1 (i)	Did erect, locate or display a non-permitted illuminated sign	\$250.00	\$500.00
	44.	3.2 (a)	Did erect non-permitted light fixtures	\$250.00	\$500.00
	45.	3.2 (b)	Fail to remove, alter or repair a sign	\$250.00	\$500.00
	46.	3.2 (c)	Fail to maintain a sign	\$250.00	\$500.00
	47.	3.2 (d)	Did place an incidental sign on Town property	\$250.00	\$500.00
	48.	3.5 (a)	Did erect, locate or display a special event sign not in accordance with by-law or variance.	\$250.00	\$500.00
	49.	3.5 (b)	Fail to obtain permit	\$250.00	\$500.00
	50.	3.5 (c)	Did erect, locate or display a special event sign two weeks before event.	\$250.00	\$500.00
	51.	3.5 (c)	Fail to remove special event sign one week after event	\$250.00	\$500.00
	52.	3.5 (d)	Did erect, locate or display a special event sign within a site triangle	\$250.00	\$500.00
	53.	3.5 (e)	Did erect, locate or display a special event sign within .5 km	\$250.00	\$500.00
	54.	6.0	Did erect, display, alter a non-permitted sign	\$500.00	\$1000.00
Noise Control By-law No. 2023-62	55.	2.1	Did cause or permit the emission of noise audible at a point of reception likely to disturb	\$250.00	\$500.00
	56.	2.2	1. Did cause or permit the emission of noise from electronic equipment/sound equipment/loudspeaker/musical or sound producing instrument and all similar devised (Schedule 'A')	\$250.00	\$500.00

Noise Control By- law No. 2023-62	57.	2.2	2. Did cause or permit the emission of noise from a car radio or stereo audible at a distance of 9 metres (Schedule 'A')	\$250.00	\$500.00
	58.	2.2	3. Did cause or permit the emission of noise from an auditory signaling device (Schedule 'A')	\$250.00	\$500.00
	59.	2.2	4. Did cause or permit the emission of noise from the detonation of an explosive device or similar material (Schedule 'A')	\$500.00	\$750.00
	60.	2.2	5. Did cause or permit the emission of noise from continuous barking (Schedule 'A')	\$250.00	\$500.00
	61.	2.2	6. Did cause or permit the emission of noise from continuous yelling/shouting/hooting or similar noise (Schedule 'A')	\$250.00	\$500.00
	62.	2.2	7. Did cause or permit the emission of noise from the use of a drum/horn/bell or mechanical loudspeaker or similar instrument/device or apparatus (Schedule 'A')	\$250.00	\$500.00
	63.	2.2	8. Did operate an engine, motor or item of auxiliary equipment in excess of 15 minutes (Schedule 'A')	\$250.00	\$500.00
	64.	2.2	9. Did cause or permit emission of noise from the discharge of a firearm (Schedule 'A')	\$500.00	\$1000.00
	65.	2.3	1. Did cause or permit the emission of noise from construction or the operation of construction equipment (Schedule 'B')	\$500.00	\$1000.00
	66.	2.3	2. Did cause or permit the emission of noise from or the operation of a power tool, non-power tool or equipment for domestic purposes (Schedule 'B')	\$250.00	\$500.00
	67.	2.3	3. Did cause or permit noise from the operation of a commercial carwash (Schedule 'B')	\$250.00	\$500.00
	68.	2.3	4. Did cause or permit the emission of noise from the operation of a combustion engine intended for use in a toy, model or replica (Schedule 'B')	\$250.00	\$500.00
	69.	2.3	5. Did cause or permit the emission of noise from the venting, release or pressure relief of air, steam or other gaseous material, product or compounds (Schedule 'B')	\$250.00	\$500.00

	70.	2.3	6. Did cause or permit the emission of noise from the operation of sound from a pest control device (Schedule 'B')	\$250.00	\$500.00
	71.	2.3	7. Did cause or permit the emission of noise from the sound from a radio, phonograph, television, public address system, sound equipment, loudspeaker, musical or sound producing instrument or similar device (Schedule 'B')	\$250.00	\$500.00
	72.	2.4	Did cause or permit the emission of noise from unnecessary noise within 150 metres of a hospital, nursing home or seniors rest home	\$500.00	\$1000.00
Fouling of Municipal Roads By-law No. 2024-01	73.	3.1 (a)	Did deposit or spill oils, chemicals, dirt, debris, water or other substance on municipal highway, boulevard or sidewalk.	\$250.00	\$500.00
	74.	3.1 (b)	Did deposit, cast, throw or dump snow, ice or other material on municipal highway, boulevard or sidewalk.	\$250.00	\$500.00
	75.	3.1 (c)	Did deposit, cast, throw, push or dump snow, ice or other material with 2 meters of fire hydrant or emergency water standpipe.	\$500.00	\$700.00
	76.	3.1 (d)	Did deposit, cast, throw, push or dump material onto municipal highway, boulevard or sidewalk.	\$250.00	\$500.00
	77.	3.2	Did clear or remove snow form municipal highway.	\$250.00	\$500.00
	78.	3.3 (a)	Did cause visual obstruction.	\$250.00	\$500.00
	79.	3.3 (b)	Did encumber a sidewalk, municipal highway or property	\$250.00	\$500.00
	80.	3.3 (c)	Did damage sign, lights standard, hydrant or municipal utility.	\$500.00	\$750.00
	81.	3.4	Did create damage to municipal road surface, curb, sidewalk, property or service.	\$500.00	\$750.00
Licensing of Refreshment	82..	3.1	Fail to obtain a valid Town license.	\$250.00	\$50.00
	83..	3.2	Fail to display a valid Town license	\$250.00	500.00

Vehicle By-law No. 2024-22	84.	3.3	Did operate in contravention of Towns By-laws, plans or policies.	\$500.00	\$750.00
	85.	3.4	Did operate on a public sidewalk, boardwalk or boulevard.	\$250.00	\$500.00
	86.	3.5	Fail to display operating name of business.	\$150.00	\$300.00
	87.	6.1 (a)	Fail to provide appropriate waste receptacles.	\$150.00	\$200.00
	88.	6.1 (b)	Fail to empty waste receptacles.	\$150.00	\$200.00
	89.	6.1 (c)	Fail to comply with Town and District Waste By-laws.	\$150.00	\$200.00
	90.	8.5	Did hinder or obstruct an officer	\$500.00	\$750.00
	91.	8.6	Did fail to produce documents or things	\$500.00	\$750.00
	92.	8.7	Did provide false or misleading information.	\$500.00	\$750.00
	93.	11.1	Fail to comply with an order, notice or direction.	\$500.00	\$750.00
Public Dock Control By-law 2024-	94.	2.1 (a)	Did use a public dock, public launch ramp, public landing, or Town owned lands for a non-permitted use	\$250.00	\$350.00
	95.	2.1 (b)	Did swim at a public dock, public launch ramp or public landing	\$100.00	\$200.00
	96.	2.1 (c)	Did dock, moor or anchor in excess of 6 hrs.	\$500.00	\$750.00
	97.	2.1 (d)	Did dock, moor or anchor overnight	\$500.00	\$750.00
	98.	2.1(e)	Did store material(s)	\$350.00	\$500.00
	99.	2.1 (f)	Did store a boat	\$350.00	\$500.00
	100.	2.2	Did fail to obtain a permit	\$350.00	\$500.00
	101.	2.3	Did service or wash a boat	\$350.00	\$500.00
	102.	2.4	Did leave a boat unattended	\$350.00	\$500.00
	103.	2.5	Did fail to comply with an Order	\$350.00	\$500.00

(* A late fee of \$100.00 will be applied for any penalty that exceeds the required payment with 30 days)

The Corporation of the Municipality of Brighton

By-Law No. 032-2022

Being a By-law to Adopt Licensing Regulations Pertaining to Short-Term Accommodation Rentals

Whereas the Council of the Municipality of Brighton may, pursuant to the *Municipal Act*, 2001, S.O. 2001, c.25. as amended, (*"The Municipal Act"*), enact by-laws for the licensing, regulating and governing of businesses and occupations in the Municipality of Brighton;

And Whereas pursuant to Section 10 of the *Municipal Act*, a municipality has the authority to implement business licensing in the interest of health and safety, well-being of persons, consumer protection and nuisance control;

And Whereas pursuant to Section 151 of the *Municipal Act*, Council is exercising its authority for the purposes of establishing a system of licensing with respect to Short Term Rental Accommodation businesses;

And Whereas Section 436 of the *Municipal Act* permits a municipality to pass by-laws allowing the municipality to enter onto lands or property at any reasonable time for the purpose of carrying out an inspection to determine compliance with a by-law direction, order, or licence;

And Whereas Section 444 of the *Municipal Act* provides that if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

And Whereas the Council of the Corporation of the Municipality of Brighton deems it desirable that such licensing, regulation and governing takes place with regard to Short-Term Accommodations Rental as defined in this By-law;

And Whereas Council has enacted Official Plan Amendment No. 8 by By-law No. 094-2021 and Zoning By-law Amendment 097-2021 under the provisions of the Planning Act, R.S.O. 1990, c. Pl3, as amended, with respect to Short Term Accommodation Rentals within the municipality and having done so desires to provide for a system of licensing to implement said policies and provisions;

Now Therefore the Council of the Municipality of Brighton Enacts as follows:

1.0 Definitions

For the purposes of this by-law the following definitions apply:

- 1.1. **Administrative Monetary Penalty** means a monetary penalty imposed for a contravention of this By-law;
- 1.2. **Agent** means a Person duly appointed by an Owner or the Municipality to act on their behalf;
- 1.3. **Amenity Area** means a common outdoor and indoor area or private area that is designed and intended to be used by the occupants of a building on the lot for passive or active recreational purposes and may include a balcony, patio, terrace, at-grade garden, or yard.
- 1.4. **Amenity Area, Common** means a common outdoor or indoor amenity area intended to be used by all occupants of a building or development.

- 1.5. **Amenity Area, Private** means an outdoor area with direct access from an individual dwelling unit and intended for exclusive use of residents of that dwelling unit, such as private balconies, patios, terraces, at grade-garden or yard.
- 1.6. **Ancillary** means a use, building or structure that is located on the same lot that may or may not be attached from the main building and is essential to a principal or main use, building or structure therewith.
- 1.7. **Accessory Building or Structure** means a detached or attached building or structure that is not used for human habitation (except for a private cabin), but the use of which is naturally and normally incidental to, subordinate to and exclusively devoted to a principal use of the building and is located on the same lot therewith.
- 1.8. **Applicant** means the Person applying for a Licence or renewal of a Licence under this by-law;
- 1.9. **"Bed & Breakfast Establishment"** means a dwelling or portion thereof in which the proprietor resides and supplies for hire or gain to other persons, temporary overnight lodging with or without meals, but shall not include a hotel, motel, apartment, hospital, seniors home, group home or restaurant serving the general public.
- 1.10. **Building** means, a structure occupying an area greater than ten square metres consisting of a wall, roof and floor or any of them or a structural system serving the function thereof including all plumbing, works, fixtures and service systems related thereto.
- 1.11. **By-law Enforcement Officer** means a municipal law enforcement officer of the Corporation of the Municipality of Brighton who is duly appointed by the Council of the Corporation for the purpose of enforcing the provisions of the Corporation's By-laws.
- 1.12. **Chief Administrative Officer** means the Chief Administrative Officer for the Municipality or any Person designated by the Chief Administrative Officer;
- 1.13. **Chief Building Official** means the Chief Building Official for the Municipality or any Person designated by the Chief Administrative Officer;
- 1.14. **Clerk** means the Clerk for the Municipality, or any Person designated by the Clerk;
- 1.15. **Corporation** means a body incorporated pursuant to the Business Corporations Act, R.S.O. 1990 c. B. 16, or the Corporations Act, R.S.O. 1990, c. C. 38;
- 1.16. **Council** means Council for the Municipality;
- 1.17. **Director of Planning and Development Services** means the Director of Planning and Development Services for the Municipality, or any Person designated by the Director of Planning and Development Services, or any Person designated by the Chief Administrative Officer;
- 1.18. **Fire Chief** means the Fire Chief for the Municipality, or any Person designated by the Fire Chief;
- 1.19. **Dwelling Unit** means one or more habitable rooms, occupied or capable of being occupied as a single housekeeping unit only, in which sleeping, sanitary conveniences, and kitchen facilities are provided, in which a heating system is provided, and which has a private entrance from outside the building or from a common hallway or stairway inside. For the purpose of this By-law, a dwelling unit does not include a tent, trailer, mobile home, or a room or suite of rooms in a boarding or rooming house, a hotel, or motor home.

- 1.20. **Dwelling, Principal Residence** means a dwelling that is owned or rented alone or jointly with another person, where the person(s) is ordinarily a resident and has designated the dwelling as their principal place of residency on their income tax filing and in other government records. This may include a long-term tenant residing for a minimum of 6 consecutive months.
- 1.21. **Dwelling, Secondary Residence** means a dwelling that is owned or rented alone or jointly with another person, where the person(s) is not using the dwelling as a principal residence.
- 1.22. **Fee** means a Fee as set forth in the Municipality of Brighton's Fee's and Charges Bylaw.
- 1.23. **Good Host Property Design** means a building and property design that demonstrates an appealing presentation to the public and guests through exterior physical enhancements composed of architectural, landscaping, cultural/historical, recreational and general enrichments to accommodation functions, displays, features or elements.
- 1.24. **Guest Room** or **Guest Suite** means a room offered for Short-Term Accommodation Rental intended primarily for overnight occupation, which conforms to the standards for a bedroom, as set forth by the Ontario Building Code;
- 1.25. **Licence** means the Licence issued under this by-law as proof of licensing under this by-law;
- 1.26. **Licensed** means to have in one's possession a valid and current licence issued under this by-law and unlicensed has the contrary meaning;
- 1.27. **Licencee** means a Person who holds a Licence or is required to hold a Licence under this by-law;
- 1.28. **Licence Issuer** means any person or persons provided the authority by the Municipality of Brighton to issue a license under this By-law;
- 1.29. **Licence Number** means a number assigned to a Licence by the Municipality;
- 1.30. **Life Safety Plan** means a plan that sets out how building occupants will be kept from hazards through proper stairways, railings, doorways, windows, and how persons on premise will be alerted to an emergency situation and evacuated from a building or public space through assessing the property site conditions and the needs of everyone who uses or may use the space or building;
- 1.31. **Lot** or **Parcel** means a parcel of land that is registered as a legally conveyable parcel of land in the Registry Office.
- 1.32. **Municipality** means the Corporation of the Municipality of Brighton or the land within the geographic limits of the Corporation of the Municipality of Brighton as the context requires;
- 1.33. **Municipal Accommodation Tax** means a non-discretionary tax imposed by the Municipality of Brighton on Short-Term Accommodation Rentals, hotels, motels, motor hotels, lodges, inns, resorts, bed and breakfasts, or other lodging including those sold online.
- 1.34. **Municipal Agreement** means any agreement, between an owner of lands and the Municipality of Brighton, and includes agreements made under the authority of the Planning Act, or the Municipal Act.
- 1.35. **Nuisance and Property Management Plan** means mitigation measures shown on a site plan designed to reduce or eliminate noise, lighting, waste odours or other obnoxious influences from emanating off-site, including such measures as appropriately insulated walls,

ceilings, noise-attenuating windows, fencing, berms, and buffering landscape plantings.

- 1.36. **Nuisance** means an activity or behavior that when consistent or repetitive causes a material inconvenience, discomfort, or damage to others, either to individuals and/or to the general public;
- 1.37. **Occupant** means a person that intends to use the Short-Term Accommodation for overnight lodging but shall not include daily visitors to the property.
- 1.38. **Officer** means a Police Officer, Fire Inspector, Building Inspector, Zoning Examiner, Plans Examiner, Municipal Enforcement Officer, or Clerk of the Municipality;
- 1.39. **Owner or Landowner** means the Person holding title to the Property on which the Short-term Rental Accommodation is located, and "Ownership" has a corresponding meaning;
- 1.40. **Parking Area** means an area provided for the parking of motor vehicles and may include aisles, parking spaces, pedestrian walkways, and related ingress and egress lanes, but shall not include any part of a public street.
- 1.41. **Parking Management Plan** means a plan and drawings completed for the Parcel by a qualified person or Owner, showing accurate dimensions of the Parcel, and location of buildings, parking stalls, thoroughfares, entrances and parking related features, intended to address orderly and safe parking arrangements and vehicle movements, which shall be completed in accordance with specifications of the Municipality.
- 1.42. **Person** means an individual, a corporation, a partnership, or an association, and includes a Licencee or an Applicant for a Licence under this by-law as the context requires;
- 1.43. **Premises** means the Property upon which a Short-Term Accommodation Rental is operated, inclusive of buildings or structures or any part thereof used for such purpose;
- 1.44. **Property** means the land upon which a Short-Term Accommodation Rental is operated;
- 1.45. **Renter** means the person responsible for the rental of the Premises by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement;
- 1.46. **Renter's Code of Conduct** as set forth in Schedule "A" means a document that has been prepared by the Municipality that prescribes the roles and responsibilities of the renter, including but not limited to behavioural expectations as they relate to non-disturbance of neighbours, compliance with applicable Municipality by-laws, and adherence to the provisions of this by-law;
- 1.47. **Responsible Person** means the owner (must be 18 years of age) or agent assigned by the Owner or licensee of the Short-Term Accommodation Rental dwelling to ensure the Short-Term Accommodation Rental dwelling is operated in accordance with the provisions of this By-law, the licence and applicable laws.
- 1.48. **Short-Term Accommodation Rental** means the use of a dwelling unit, as defined in Comprehensive Zoning By-law 140-2002, as amended, that operates or offers a place of temporary residence, lodging or occupancy by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement for any period equal to or less than thirty (30) consecutive calendar days, throughout all or any

part of the calendar year, unless otherwise prohibited by this by-law, or any other by-law of the Municipality of Brighton. Short-Term Accommodation Rental uses shall not include any other form of residential dwelling, a hotel, motel, motor hotel, nursing home, private or public hospital, a recreational vehicle park, a tent campground, or similar commercial or institutional use, as defined in Comprehensive Zoning By-law 140-2002, as amended.

- 1.49. **Short-Term Accommodation Rental, Whole-home** means a Short-Term Accommodation Rental that is rented from the landowner or the long-term tenant who does not concurrently occupy a dwelling unit as a principal residence on the same Lot;
- 1.50. **Short-Term Accommodation Rental, Owner-occupied** means a Short-Term Accommodation Rental that is rented from the landowner or the long-term tenant who concurrently occupies a dwelling unit as a principal residence on the same Lot;
- 1.51. **Short-Term Accommodation (STA) - On-farm Diversified** means a Short-Term Accommodation (STA) in which a whole or portion of the dwelling unit or a second home is rented on a bona fide farm parcel that has been owned and operated as such for a minimum of two (2) years.
- 1.52. **Short-Term Accommodation, Villa** means a cluster or group of several purpose-built STA units having a maximum of 10 STA suites characterized by a high degree of distinctive design and high standards of amenity, with one (1) or two (2) dwelling units or premises thereof permitted to be occupied as a primary home of the STA owner/manager-operator.
- 1.53. **Special Event, Outdoor** means an outdoor sporting, cultural, ceremonial, business or other type of unique activity or social engagement, hosting a congregation of persons for a limited duration, but which excludes construction-related activities, farm-related activities or film production, and which may be licensed by the landowner through the Alcohol and Gaming Commission of Ontario.
- 1.54. **Special Event, Outdoor Congregational Area** means the outdoor open space area on a Parcel or a contiguous set of parcels designed or designated for persons standing or seated for the purposes of being entertained, observing or participating in a special event activities or related activities.
- 1.55. **Zoning By-law** means the Municipality's Comprehensive Zoning By-law 140-2002, as amended, or any successor comprehensive Zoning By-law, as amended.

2.0 Administration

- 2.1. The Licence Issuer shall be responsible for the administration of this by-law;
- 2.2. Officers shall be responsible for the enforcement of this by-law;
- 2.3. Applications for Licence shall be complete with required information and requisite fees or charges. Incomplete applications for a Licence shall be returned to the Applicant without further administrative consideration being given by the Licence Issuer.
- 2.4. Upon receipt of a complete application for a Licence, a Licence Issuer shall perform the following functions:
 - 2.4.1. receive and review the application in conjunction with any provision of this by-law and related by-laws;
 - 2.4.2. circulate for comment the Application to relevant Municipal departments and external agencies as the Municipality deems appropriate; and

- 2.4.3. ensure the relevant Officers have carried out the necessary inspections to satisfy the Municipality that the Premises comply with the provisions of this by-law and related by-laws.
- 2.5. Applications for licence and issued licences, along with the legal description, civic address and associated owner, responsible person contact information may be posted by the Municipality on its website.
- 2.6. The Licencee shall be responsible to record and submit all administrative fees, charges, and taxes, including as required under a Municipal Accommodation Tax Bylaw. The Municipal Accommodation Tax is paid in addition to any fees associated with the application for a Licence as referred to herein.
- 2.7. No person or owner shall have a vested right to the continuation or re-issuance of a Short-Term Accommodation Rental Licence. All Short-Term Rental Licences issued, renewed, cancelled, suspended or terminated remain the sole property of the Municipality.

3.0 General Provisions Applicable to All STAs

- 3.1. No Licence shall be issued unless in conformity and compliance with the provisions of this By-law. Licences may be issued subject to conditions that implement the requirements of this By-law.
- 3.2. A Short-Term Accommodation dwelling shall only be permitted in areas where it is a permitted use as set out in the Municipality's Zoning By-law.
- 3.3. A Licence for a Short Term Accommodation dwelling will not be issued where the addition of the Short Term Accommodation dwelling will result in an area density of Short Term Accommodation dwellings that does not comply with the provisions of the Zoning By-law, as amended.
- 3.4. No person shall use or operate any Short-Term Accommodation dwelling unless he or she holds a current Licence issued pursuant to this By-law.
- 3.5. No person shall advertise a Short-Term Accommodation without a Licence.
- 3.6. No Person shall operate a Short-Term Accommodation Rental in contravention of a Municipal Agreement.
- 3.7. The maximum number of guest Persons, including but not limited to residents or occupants, permitted to stay for overnight lodging on any licenced premise, shall be restricted to 2 persons per bedroom or guest room and be delineated on the required floor plan. Dens or rooms with murphy beds or pullout couches shall be included as a guest room.
- 3.8. The maximum number of guest Persons who may lodge at a Short-Term Accommodation rental is six (6) at the rate of two persons over aged twelve (12) years per bedroom or sleeping area.
- 3.9. All STA operators shall maintain a logbook with names and contact information of all guests available for inspection by Municipal Officials upon request.
- 3.10. Services supporting the STA will be deemed appropriate if:
 - 3.10.1. Stormwater and sump pump systems are not permitted to discharge into the Municipal sanitary system;
 - 3.10.2. Water and sanitary connections comply with Municipal standards;
 - 3.10.3. Septic systems have been designed and connected in conformity to the Ontario Building Code.
- 3.11. Where a lot contains an additional dwelling unit regulated by the Comprehensive Zoning By-law No. 140-2002, as amended, the following shall apply:
 - 3.11.1. A Principal Residence shall be located on the same lot as the Short-Term Accommodation dwelling; and,
 - 3.11.2. A maximum of 3 Short Term Accommodation dwelling guest rooms is permitted on the same lot.
- 3.12. The maximum number of guest Persons who may lodge at a Short-Term Accommodation rental is limited to the number prescribed by the Municipal Zoning By-law, or the regulations of this By-law, whichever is more restrictive.

- 3.13. Where a lot contains a second or additional dwelling unit, the following shall apply:
 - 3.13.1. A Principal Residence shall be located on the same lot as the Short-Term Accommodation dwelling; and,
 - 3.13.2. No licensee shall rent any guest room in a Short-Term Accommodation Rental dwelling other than a guest room that was identified and approved as such on the floor plans submitted with the Application for the Short-Term Accommodation Rental Licence.
- 3.14. No Person Shall operate a Short-Term Accommodation Rental in contravention to a Provincial Restriction or Order.
- 3.15. No Person shall contravene a Municipal By-law while occupying a Short-Term Rental Accommodation.
- 3.16. The Licensee shall be responsible for maintaining the amenity and parking areas and ensuring that guests use only the areas designated within the approved Licence.
- 3.17. Short Term Accommodation dwellings shall comply with all applicable Municipal By-laws and provincial legislation.
- 3.18. A Short Term Accommodation dwelling home may display one sign in keeping with the Municipal Sign By-law.

4.0 Prohibitions

- 4.1. No person shall operate a Short-Term Accommodation rental that does not comply with the provisions of this by-law.
- 4.2. No person shall operate or advertise or permit to operate or advertise a Whole-home Short-term Accommodation rental.
- 4.3. No person shall use or operate any Short-Term Accommodation Rental dwelling unless he or she holds a current licence issued pursuant to this By-law.
- 4.4. No person shall advertise a Short-Term Accommodation without a licence.
- 4.5. No person shall operate a Short-Term Accommodation in a dwelling unit that does not conform to:
 - 4.5.1. The provisions of this By-law;
 - 4.5.2. The Ontario Fire Code;
 - 4.5.3. The Ontario Building Code;
 - 4.5.4. The Maintenance and Occupancy By-law;
 - 4.5.5. The Zoning By-law;
 - 4.5.6. Clean Yards By-law;
 - 4.5.7. Parking By-law; and,
 - 4.5.8. All other relevant Municipal By-laws.
- 4.6. No Licensee shall rent any guest room in an STA other than a guest room that was identified and approved as such on the floor plans submitted with the Application for the Short-Term Accommodation Licence.
- 4.7. No person shall operate a Short-Term Accommodation in a trailer, vehicle, boat, or accessory structure.
- 4.8. No Person shall violate the provisions of the Renter's Code of Conduct attached as Schedule "A" to this by-law.
- 4.9. All STAs shall comply with Sections 5.3.4 through 5.3.16 of this By-law, inclusive.

5.0 Special Provisions Applicable to Short Term Accommodations

Bed and Breakfast Establishments and Owner-Occupied STAs

- 5.1. Where a Bed & Breakfast Establishment is to be issued a Licence in accordance with this By-law, in addition to the General and Specific Provisions, the following provisions and considerations shall apply prior to issuing the Licence:

- 5.1.1. The maximum number of guest rooms shall be in conformity with the Municipality's Zoning By-law;
- 5.1.2. Bed & Breakfast Establishments shall be permitted only in zones where expressly provided for as a permitted use in the Zoning By-law and shall not be permitted as an accessory use.
- 5.1.3. The Parking Management Plan for Bed and Breakfast Establishments and Owner-Occupied STAs shall be one parking space provided per guest room in addition to the required spaces for the principal dwelling. Such parking spaces shall be on the same lot as the use and shall comply with the requirements outlined in Section 5 of the Zoning By-law. In addition, through separate approval as a condition to a Licence Permit, a maximum of one spill-over on-street parking space in a location meeting the satisfaction of the By-law Enforcement Officer is permitted between the time period of the 1st day of April and the 30th day of November, inclusively, or as otherwise restricted by Municipal Parking By-laws. A separate parking permit fee or a cash-in-lieu parking agreement may be required in order to permit spill-over on-street parking.
- 5.1.4. Bed & Breakfast Establishments shall conform to all regulations and requirements of the zone where permitted.
- 5.1.5. A Bed & Breakfast Establishment, while being operated as a Bed & Breakfast Establishment, must be occupied and operated by the principal resident while guests occupy or have the right to occupy guest rooms.
- 5.1.6. A Bed & Breakfast Establishment may provide and serve breakfast only. No other meal shall be offered or served on the premises. Meal preparation shall occur in the kitchen. No cooking or cooking appliances shall be permitted in licenced guest rooms.
- 5.1.7. Each Bed & Breakfast Establishment licensed pursuant to the By-law must provide proof to the Municipality at least every two (2) years that it complies with the Fire Code and the Municipality's Maintenance and Occupancy By-law.

5.2. On-Farm Diversified STA

- 5.2.1. A Licence may be issued for an STA on a farm parcel subject to the following:
 - a) the farm home operates as a Bed and Breakfast Establishment, or Owner-occupied Short-Term Accommodation unit;
 - b) the STA is located in an Additional Residential Unit as defined in the Comprehensive Zoning By-law No. 140-2021, as amended, on a parcel with a home that is occupied by non-STA residents;
 - c) for a Whole-home STA located on a bona fide farm parcel that has been owned and operated as such for a minimum of two (2) years.

5.3. Whole-Home STAs

Whole-Home STAs shall comply with the following:

General Requirements:

- 5.3.1. An STA Whole Home may be rented for no more than 15 consecutive days per calendar season before being subject to occupancy limits and licensing requirements.
- 5.3.2. Applications for a Licence for a Whole-home STA shall include a floor plan, site plan, Nuisance and Property Management Plan, a Parking Management Plan, and a Good Host Property Standards Design; the STA Whole Home operation shall make required improvements to buildings and property in compliance with each approved Plan or Design, and maintain such, accordingly.

- 5.3.3. Site Plans shall demonstrate a Private or Communal Amenity area of sufficient area to accommodate the occupational capacity of the STA at the rate and location established in the Comprehensive Zoning By-law.

Building Code and Fire Code requirements:

- 5.3.4. A qualified person shall submit to the Municipality on an annual basis a confirmatory statement that the Whole-home STA conforms to standards of the *Fire Prevention and Protection Act* regarding Life Safety;
- 5.3.5. Life Safety plans are required for all STAs to the satisfaction of the Fire Chief.
- 5.3.6. The Licencee shall obtain a burn permit if campfires are to be allowed on the Property, in accordance with requirements of the Municipality's By-law 125-2016 - Open Air Burning.
- 5.3.7. Smoke Alarms and Carbon Monoxide Detectors shall be installed in each suite and corridors serving the suites on each floor.
- 5.3.8. All Short-Term Accommodation dwelling units must provide a class ABC fire extinguisher in any cooking area and a class BC or better on each floor of the unit.
- 5.3.9. 2.5 lb. ABC fire extinguishers shall be provided on every level of the home and inspected monthly and documented and inspected annually by a Certified Company.
- 5.3.10. Fire Alarm Systems shall be verified and inspected annually by a certified agency.
- 5.3.11. Fire Protection Equipment Maintenance Log sheets will be provided with the licence.
- 5.3.12. Fire extinguishers shall be inspected monthly, which shall be documented. A certified company shall inspect fire extinguishers annually.
- 5.3.13. Fire alarm systems shall be verified and inspected annually by a certified agency.
- 5.3.14. Applications for a Licence will include fire protection equipment maintenance log sheets.
- 5.3.15. Carbon monoxide detectors shall be installed outside of each sleeping area in an STA home where fuel-fire appliances are in the premises, or the STA includes an attached garage.
- 5.3.16. All life safety equipment shall be tested monthly, which shall be demonstrated through documentation. Inspections of life safety equipment shall be completed annually by a certified company. Documentation and related records shall be kept on-site for a minimum of 2 years.

Parking Requirements

- 5.3.17. The provision of parking on the site plan referenced herein shall include the following:
- (a) adherence to parking requirements of the Municipality's Comprehensive Zoning By-law No. 140-2002, as amended;
 - (b) One parking space shall be provided per guest room in addition to the required spaces for the principal dwelling. Such parking spaces shall be on the same lot as the use and shall comply with the requirements outlined in Section 5 of the Zoning By-law. In addition, through separate approval as a condition to a Licence Permit, a maximum of one spill-over on-street parking space in a location meeting the satisfaction of the By-law Enforcement Officer is permitted between the time period of the 1st day of April and the 30th day of November, inclusively, or as otherwise restricted by Municipal Parking By-laws. A separate parking permit fee or a cash-in-lieu parking agreement may be required in order to permit spill-over on-street parking.
 - (c) a minimum of one parking space per Guest Room;
 - (d) parking space sizes of 2.5 metres by 5.8 metres; and compliance with all other parking provisions as set forth in the Zoning By-law.

- 5.3.18. No person shall park a vehicle other than in a parking area which consists of a hard- surfaced driveway (gravel, paved, concrete, interlock or similar hard surface).
- 5.3.19. The Municipality may provide through conditions to the issued Licence the limited use of on-street parking that in the opinion of the Licence Issuer maintains safe and orderly parking arrangements, inclusive of anticipated needs of adjacent land uses.

Nuisance and Property Management

- 5.3.20. A Whole-home STA owner or operator shall be responsible for ensuring noise does not emit from the property in violation of the Municipality's Noise By-law No. 118-2017, as amended.
- 5.3.21. Each Whole-home STA shall illuminate the amenity area of the property (typically the rear and side yard areas) for adequate safety while directing all lighting internal to the lot and eliminating glare onto adjacent homes. All overhead lighting designed to illuminate outdoor amenity or recreational areas, or other congregational areas shall be time-controlled to turn-off no later than 11:00 pm.
- 5.3.22. All outdoor pools and hot tub areas shall be screened and buffered to mitigate noise to off-site areas.
- 5.3.23. Outdoor pools, hot tubs areas and other recreational areas shall not be used before 6:00 am or after 11:00 pm.
- 5.3.24. No fireworks shall be deployed without a fireworks permit issued by the Municipal Fire Chief.
- 5.3.25. The site plan submitted as part of a STA Licence application shall demonstrate a waste containerization area located and designed to Municipal specifications.
- 5.3.26. Dog and cat pets will be leashed.

Inviting Visitors or Hosting Special Events

- 5.3.27. No STA will be used as a Special Event venue, such as weddings, receptions or other events that cause the congregation of persons above the capacity of the premises in accordance with the Ontario Building Code.
- 5.3.28. Notwithstanding Section 5.3.27, an Outdoor Special Event may be permitted through a Special Event Permit issued under this By-law on a limited basis for a maximum of 3 consecutive days occurring no more frequent than one per season of the year on the Lot. Where a Licencee wishes to host a Special Event, such as a family wedding or a not-for-profit charitable function, the Licencee shall provide prior notification to the Municipality by submitting a Special Events Notification Form as set out in Schedule "D" to this by-law.
- 5.3.29. Un-registered daytime guest(s) invited by the STA registered licensed renter are not permitted above the number of persons regulated by the most limiting restriction of the following:
 - a) in accordance with the occupational capacities of the home as specified in Fire Code, Building Code, or provisions of the subject Licensing By-law;
 - b) available parking area and spaces as approved by the licence as issued;
 - c) an approved Nuisance and Property Management plan; or
 - d) outdoor Congregational Area or Private Amenity Area requirements of this By-law.

6.0 Terms of Licence

- 6.1. A Short-Term Accommodation Rental licence that has been issued pursuant to this By-law shall expire upon the earliest of the following events:
 - 6.1.1. December 31st of the year issued;

- 6.1.2. Upon the sale or transfer of the Short-Term Accommodation Rental dwelling to a person other than a licensee;
 - 6.1.3. A Short-Term Accommodation licence cannot be assigned or transferred from the Licensee to another party; or,
 - 6.1.4. The licence has been revoked in accordance with the provisions of this by-law.
- 6.2. The Director of Planning and Development Services or designate shall have the right to extend any active Licence for up to 1 calendar year, should an emergency be declared that directly effects the licence holders under this program.

7.0 Licence Application Requirements

7.1. Application Information Requirements

Every application for a new Licence, or the renewal of an existing Licence, shall include:

- 7.1.1. a completed application in the form required by the Municipality, which shall include each name of the Owner, Applicant and/or Agent, and each corresponding address, telephone number, and email address;
- 7.1.2. the name and contact information of the Owner or Owner's Agent (responsible person) who can be readily contacted within thirty (30) minutes and respond to an emergency or contravention of any Municipality By-law, including attendance on site of the Short-Term Accommodation Rental dwelling within sixty (60) minutes of being notified of the occurrence.
- 7.1.3. proof of Ownership for the Premises;
- 7.1.4. proof that the Applicant is at least eighteen (18) years of age, if the Applicant is an individual;
- 7.1.5. proof that the Applicant, if a corporation, is legally entitled to conduct business in Ontario, including but not limited to:
 - a) an article of incorporation or other incorporating documents, duly certified by the proper government official or department of the Province of Ontario or the Government of Canada; and
 - b) a list containing the names of all shareholders of the Corporation;
 - c) in the case of an Applicant being a partnership, the names and addresses of each member of the partnership as well as the name under which the partnership intends to carry on business;
 - d) in the case of an Applicant or Agent acting on behalf of the Owner, an Owner's written authorization;
- 7.1.6. A signed copy of the Short-Term Accommodation Rental MAT-Tax Return Form, as applicable.
- 7.1.7. A site plan and floor plan, drawn to scale and fully dimensioned of the Premises including:
 - a) the location of all buildings and structures on the Property;
 - b) the use of each room;
 - c) a carbon monoxide detector;
 - d) a Life Safety Plan to the satisfaction of the Chief Building Official and the Fire Chief Official, including information showing location of smoke detection, early warning devices, and location of fire extinguishers;
 - e) all entrances/exits to and from the building;
 - f) exterior decks that are appurtenant to the Premises; and related site amenities including dimensioned parking spaces, and other buildings or structures on the Property;
- 7.1.8. a Parking Management Plan;
- 7.1.9. a Nuisance and Property Management Plan;
- 7.1.10. a Good Host Property Standards Design;
- 7.1.11. Payment of the applicable Licensing Fees and Charges as noted within the fees and charges by-law, including fees related to the Municipal Accommodation Tax by-law, as applicable; and,
- 7.1.12. Payment of Administrative Monetary Penalties, as applicable.

Changes to Application Information

- 7.2. The Licencee shall be responsible for informing the Municipality in writing of any changes to the approved information contained within the licence application or any deviation to the approved plans within (7) days of such change or deviation. Nothing herein allows a Licencee to rent rooms other than those identified and approved on the floor plans submitted with the application for a Licence unless the Municipality has approved same.

Duration and Renewal of Licence Applications

- 7.3. Upon determination by the Licence Issuer that information requirements and all regulatory and by-law requirements of the Municipality are met, a Licence shall be issued and remain valid for one (1) year, unless revoked.
- 7.4. A Licence may be renewed without inspection if an affidavit declaration from the Owner is received indicating that no changes to the building, Property or operations have occurred and the owner has not been subject of any suspension of licence or any complaints arising from the operation of the STA during the previous calendar year. An inspection is mandatory every 2-years prior to issuance of a Licence for a whole home Short Term Accommodation or every four (4) years for a Short Term Accommodation used as a principal residence or Bed & Breakfast Establishment.
- 7.5. All renewal requests will include a completed Municipal Accommodation Tax submission form together with full returns of due tax amounts.

Informing Renters

- 7.6. The following shall be made available to guests with such information be kept on site for easy reference by renters/occupants of the short term rental accommodation:
- 7.6.1. A copy of the current licence retained on site of the Short-Term Accommodation Rental dwelling and available for inspection by Municipality staff;
 - 7.6.2. A copy of the current Noise By-law (#2018-155),
 - 7.6.3. A copy of the current Parking provisions for Short-Term Accommodation dwellings as described in the Municipality's Zoning By-law No. 140-2002, as amended, and the approved Parking Management Plan;
 - 7.6.4. A copy of the approved Nuisance and Property Management Plan;
 - 7.6.5. A copy of the approved floor plans identifying the rooms and showing exits and fire escape routes and,
 - 7.6.6. A copy of the Renters Code of Conduct.

Insurance Requirements

- 7.7. The Application information shall include proof satisfactory to the Municipality, such as an insurance certificate from the Applicant's insurer, that:
- 7.7.1. the Applicant has sufficient general liability insurance in the amount of no less than \$5 million;
 - 7.7.2. the Applicant's insurance policy contains coverage for damage from fire and does not prevent the applicant from using the subject Property as a Short Term Accommodation; and
 - 7.7.3. the Applicant's insurance is cancellable by the Applicant's insurer on no more than 30 days' prior notice.

8.0 Inspections

- 8.1.1. The Applicant for a STA licence is responsible to contact the Municipality for an inspection, which shall ensure compliance with the following, where applicable to provisions of this by-law;
 - a) Ontario Building Code Act, 1992, S.O. 1992 c.23; ("Building Code Act")
 - b) Ontario Fire Protection and Prevention Act, 1997, S.O. 1997, c.4 ("Fire Protection and Prevention Act")
 - c) Municipal Maintenance and Occupancy (Property Standards) By-law;

- d) Municipal Zoning By-law;
 - e) any other municipal by-laws or provincial legislation that may affect the status of the application.
- 8.1.2. During the inspection process, all relevant departments of the Municipality may provide comment on any known matters that would assist with determination of licence eligibility.
- 8.1.3. An officer may at any reasonable time inspect a premise or place where a licence has been issued under this By-law to determine compliance to this By-law.

9.0 Issuance of Licence Suspension and Grounds for Refusal

- 9.1. The Licence Issuer shall have the authority to issue, refuse to issue or renew a Licence, to revoke or suspend a Licence, or to impose terms and conditions on a Licence.
- 9.2. The Licence Issuer may refuse to issue or renew a Licence where:
- 9.2.1. incomplete information has been received;
 - 9.2.2. proof of liability insurance is not received;
 - 9.2.3. reasonable grounds are determined that the operation of the business may be averse to the public interest;
 - 9.2.4. a Licence has been previously revoked, suspended, or made subject to terms and conditions;
 - 9.2.5. a Person applying for a Licence has presented a history of contravention with this by-law or other Municipality by-laws;
 - 9.2.6. the Renter's Code of Conduct (Schedule "A") has been violated;
 - 9.2.7. the proposed use of the Premises is not permitted by the Zoning By-law;
 - 9.2.8. the Owner is indebted to the Municipality in respect of fines, penalties, judgements, or any other amounts owing, including awarding of legal costs, disbursements, outstanding Property taxes and late payment charges, against an Owner's Property;
 - 9.2.9. the Property to be used for carrying on the trade, business or occupation does not conform with applicable federal and provincial law and regulations or municipal by-laws, including, but not limited to, the Zoning By-law, Property Standards By-law, the Building Code Act, the Fire Protection and Prevention Act, and the Electricity Act.
- 9.3. Upon confirmation of a violation, the License Issuer will record the associated demerit strike as outlined in Section 11 and in Schedule "D".
- 9.4. The Licence Issuer, if satisfied that the continuation of a Licence poses a danger to the health or safety of any Person, may, for the time and such conditions as are considered appropriate, suspend a Licence for not more than 14 days. If after this period, the Licence Issuer is satisfied that the continuation of a Licence will continue to pose a danger to the health or safety of any Person, the Licence may be further suspended for not more than 14 days or revoke a Licence.
- 9.5. The Licence Issuer may revoke a licence if it was issued in error or granted based on incorrect or false information.

10.0 Appeal

- 10.1. Any and all appeals shall be heard by Council, or a delegated sub-committee thereof, or a delegated technical staff team.

Hearing Process:

- 10.2. The provisions of the Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22, as amended, shall apply to all hearings conducted under this By-law, and Council may pass rules for the practice and procedure of the Council;
- 10.3. Where the Licence Issuer has denied an Applicant a Licence, a renewal of a Licence, or has suspended or revoked a Licence, the Licence Issuer shall inform the Applicant or Licencee by way of written notice setting forth the grounds for the decision with reasonable particulars and shall advise of the right to appeal such decision to Council;

- 10.4. A Person may appeal to Council or its delegated body in relation to the matter in subsection 10.3. Appeals will not be permitted for any matters that have previously been heard. Within 14 days of receipt of written notice where the Licence Issuer has denied an Applicant a Licence, a renewal of a Licence, or has suspended or revoked a Licence Application, the applicant must submit, in writing, a request for an Appeal as well as the fees associated.
- 10.5. Where no request for an appeal is received, the decision of the Licence Issuer shall be final and binding.
- 10.6. A hearing shall be held in public, unless determined otherwise in accordance with the Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22, as amended, and Council or its delegated body shall hear the Applicant or Licencee and every other Person who desires to be heard, and Council may adjourn the hearing or reserve its decision.
- 10.7. No decision of Council or its delegated body is valid unless it is concurred in by the majority of the members of Council that heard the matter, and the decision of the Licensing Council, shall be in writing and shall set out the reasons for the decision;
- 10.8. Any authority or permission granted by Council, or its delegated body may be for such time and subject to such terms and conditions as Council considers advisable and as are set out in the decision;
- 10.9. When a Person who has been given written notice of a hearing does not attend at the appointed time and place, the Licensing Appeal Council or its delegated body may proceed with the hearing in his absence, and the Person shall not be entitled to any further notice of the proceedings;
- 10.10. The Clerk shall no later than fourteen (14) days from the making of the decision send one (1) copy of the decision to:
 - 10.10.1. the Applicant or Licencee; and
 - 10.10.2. 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.

11.0 Demerit Point System

- 11.1. The Demerit Point System established on Schedule E to this By-law shall be used in the consideration of the issuing, issuing with conditions, suspension, refusal to issue and revocation of a License.
- 11.2. A Licensee may be assessed demerit points as outlined in Schedule E for a contravention of this By-law or as a result of an Administrative Monetary Penalty imposed by the Municipality or a fine or conviction imposed by a Court for a breach of this By-law, or a By-law provision as identified in Schedule B.
- 11.3. A Licensee shall be given Notice forthwith upon any Demerit Points being issued against their Property. Any Demerit points issued pursuant to this By-law may be appealed to Council or its delegated person or body in accordance with Sections 8, 9, or 10 of this By-law.
- 11.4. Subject to Section 11.2 of this Bylaw, 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.
- 11.5. Where Demerit points have been accumulated by the Licensee and remain in place, the License Issuer may take into account the Demerit points and may reduce the term of a new Licence or impose additional conditions on a new Licence, including a reduction in the maximum permitted occupancy.
- 11.6. A Licence may be suspended for a period of not longer than six months if the total Demerit points in effect respecting a Licence is greater than 7.
- 11.7. A Licence may be revoked if the total of all Demerit points in effect is greater than
- 11.8. Notice of a suspension or revocation under this section shall be provided to the Owner or Licencee and an Owner or Licencee may appeal the suspension or revocation in accordance with Section 10 of this Bylaw.

12.0 Enforcement

Entry and Inspection

- 12.1. The By-law Enforcement Officer, Chief Fire Official or designate(s) may at any time, enter onto a property to determine whether this by-law is being complied with.
- 12.2. Every Person shall permit the By-law Enforcement Officer, Chief Fire Official or designate(s) to inspect any land for the purposes of determining compliance with this by-law.
- 12.3. The By-law Enforcement Officer, Chief Fire Official or designates may enter upon lands at any reasonable time to direct or require that a matter or thing be done, and in default of that matter or thing being done, to do such matter or thing in accordance with this by-law.
- 12.4. A Person exercising a power of entry on behalf of the Municipality under this by-law may be accompanied by any Person under their direction, including the Chief Building Official.
- 12.5. Where an inspection is conducted, the Officer conducting the inspection may:
 - 12.5.1. require the production for inspection of documents or things relevant to the inspection;
 - 12.5.2. inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - 12.5.3. require information from any Person concerning a matter related to the inspection including their name, address, phone number and identification; and,
 - 12.5.4. alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples, or photographs necessary for the purposes of the inspection.
- 12.6. The Municipality may undertake an inspection pursuant to an Order issued under Section 438 of the *Municipal Act*.
- 12.7. The Municipality's power of entry may be exercised by an Officer, or Agent for the Municipality.

Obstruction

- 12.8. No Person shall hinder or obstruct, or attempt to hinder or obstruct, any Person exercising a power or performing a duty under this by-law.
- 12.9. Every Person who has been alleged to have contravened any of the provisions of this by-law, shall identify themselves to the By-law Enforcement Officer, the Chief Building Official, the Chief Fire Official or their designates upon request, failure to do so shall be deemed to have hindered or obstructed the By-law Enforcement Officer, Chief Building Official, or Chief Fire Official under section 9.1 of this by-law.

Order

- 12.10. Every person who contravenes any provision of this by-law is guilty of an offence and all contraventions of this By-law are designated as continuing offences pursuant to section 429(2) of the *Municipal Act*.
- 12.11. Service of any notice under this section shall be carried out by personal service or registered mail addressed to the Licencee at the address shown as the Licencee's address on the Application.
- 12.12. Upon determination that a contravention of the provisions of this by-law has occurred, an Officer may issue the required notice and/or order.
- 12.13. Where an Officer has reasonable grounds to believe that a contravention of the by-law has occurred, the Officer may serve an order on the Licencee setting out the reasonable particulars of the contravention and directing:
 - 12.13.1. compliance within a specified period of time;
 - 12.13.2. any work that is required to be done. In the event of a default of such work being done, the Officer may direct work to be done at the Licencee's expense, and the Municipality may recover the expense in the same manner as municipal taxes; or,

- 12.13.3. the activity be discontinued.
- 12.14. An order under this by-law 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 force.
- 12.15. Any violations of those Acts or by-laws, or any other relevant legislation, set forth in Section 9.2.1 to 9.2.9 of this by-law shall be addressed pursuant to the respective remedies.
- 12.16. Every Person shall comply with an order issued by an Officer.

Service of Documents

- 12.17. The Municipality may serve any document under this By-law, including but not limited to a penalty notice, personally to the person named on the notice, by registered or regular mail addressed to the person to whom the document is to be given at the person's last known address.
- 12.18. Service by registered or regular mail under Subsection 12.17 shall be deemed to have been made on the fifth day after the day of mailing.
- 12.19. A person's last known address includes the address provided by the person to the Municipality as identified in the property tax file.
- 12.19.1. the provisions of the by-law;
 - 12.19.2. an order issued under this by-law; or
 - 12.19.3. an order made under Section 431 of the *Municipal Act*;

Administrative Monetary Penalties

- 12.20. Every person who contravenes any of the provisions of this By-law, including those contained in any of the Schedules and every director of a corporation who concurs in such contravention by the corporation is guilty of an offence and may be subject to an Administrative Monetary Penalty (AMP) in accordance with an AMP By-law as passed by Council of the Municipality of Brighton, or as an offence and conviction liable to a fine in keeping with the provisions of the *Provincial Offences Act*.
- 12.21. An Officer who finds that a person has contravened any provision of this By-law may issue a penalty notice addressed to that person.
- 12.22. Any person who contravenes any provision of this By-law shall, upon issuance of a penalty notice pursuant to Section 12.21, be liable to pay to the Municipality an Administrative Monetary Penalty in the amount as noted within the Fee and Charges Bylaw.
- 12.23. The penalty notice shall be given to the person to whom it is addressed as soon as is reasonably practicable and shall include the following information:
- 12.23.1. Particulars of the contravention, including to which property it applies;
 - 12.23.2. The amount of the administrative monetary penalty;
 - 12.23.3. A statement advising that an Administrative Monetary Penalty will constitute a debt to the Municipality.
- 12.24. A person who has been issued a penalty notice shall pay the Administrative Monetary Penalty within fifteen (15) days from the date the notice was issued.
- 12.25. An Administrative Monetary Penalty that is deemed to be confirmed constitutes a debt to the Municipality and may be added to the tax roll of the property on which the offence occurred.

Fines

- 12.26. Every Person who contravenes any provision of this by-law is guilty of an offence pursuant to the provisions of the Provincial Offences Act R.S.O. 1990, Chapter P.33, as amended, and upon conviction, a Person is liable to a fine of not more than \$5,000, exclusive of costs.
- 12.27. Every Person guilty of an offence under this by-law may, if permitted under the Provincial Offences Act, pay a set fine and the Chief Judge of the Ontario Court Provincial division, shall be requested to establish set fines in accordance with Schedule "B" attached to this by-law.

- 12.28. Each day a contravention occurs constitutes a new offence.
- 12.29. Every Person, other than a company who contravenes any provision of this by-law, and every director of a corporation who knowingly concurs in such contravention by the Corporation, is guilty of an offence and on conviction liable to a fine not exceeding \$25,000 for a first offence and \$50,000 for any subsequent offence.
- 12.30. Where a corporation is convicted of an offence under this by-law, the maximum penalty is \$50,000 for a first offence and \$100,000 for any subsequent offence.
- 12.31. Where a Person has been convicted for an offence under this by-law by a court of competent jurisdiction, the court may in addition to any other penalty imposed on the Person convicted, issue an order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the Person convicted directed toward the continuation or repetition of the offence.

Collection of Unpaid Fines

- 12.32. Pursuant to Section 441 of the *Municipal Act*, if any part of a fine for a contravention of this By-law remains unpaid after the fine becomes due and payable under Section 66 of the *Provincial Offences Act*, R.S.O. 1990, c P.33, ("Provincial Offences Act") including any extension of time for payment ordered under that Section, the Licence Issuer may give the Person against whom the fine was imposed a written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than 21 days after the date of the notice. If the fine remains unpaid after the final date specified in the notice, the fine is deemed to be unpaid taxes pursuant to Section 351 of the *Municipal Act* and may be added to the Owner's tax roll and collected in the same manner as Property taxes.

13.0 Effective Date and Transitional Provisions

- 13.1. This By-law shall come into full force and effect upon enactment of the By-law at which time all By-laws that are consistent with the provisions of this By-Law and the same are hereby repealed insofar as necessary to give effect to the provisions of this By-law.
- 13.2. Zoning By-law Conformity:
- 13.2.1. A Property that is subject to a use that is not in conformity to the permitted uses of the Comprehensive Zoning By-law No. 140-2002, as amended, shall not be issued a Licence.
 - 13.2.2. In the event that the Applicant for a Short Term Accommodation Licence pursuant to this By-law claims that the use as a Short Term Accommodation is a legal non-conforming use pursuant to Section 34(9) of the *Planning Act* or the Property that is subject to the application was used as a Short Term Accommodation dwelling at the time the By-law was passed by Council, the Applicant shall provide evidence that is satisfactory to the Licence Issuer together with a sworn Affidavit or Statutory Declaration from a qualified certified accountant which shall include but not be limited to the following information:
 - i. The Property was being used as a Short Term Accommodation dwelling on or before June 14th, 2021, and occupancy capacity complies with the Property Maintenance and Occupancy (Property Standards) By-law;
 - ii. The nature and extent of the Short Term Accommodation use on or before June 14th, 2021, so as to determine if the use has changed, enlarged, expanded or increased since this date; and,
 - iii. The Property has not for a duration of 1-year or more prior to June 14th, 2021, stopped being used as a Short Term Accommodation.
- 13.3. Short Term Accommodations legally existing on the date of passage of this by-law shall have until December 31, 2022, to obtain a Licence, after which

a Licence will be granted under full regard and effect to this By-law as though the lot was never used as a Short-Term Accommodation rental.

- 13.4. Notwithstanding density restrictions of the Comprehensive Zoning By-law, a Licence will be issued:
 - 13.4.1. for Short-Term Accommodations that were making use of legally non-conforming and legally non-complying buildings and uses; and,
 - 13.4.2. for conforming and complying buildings and uses.
- 13.5. To ensure density limits of Short-Term Accommodation rentals as established in the Comprehensive Zoning By-law No. 140-2002 is not exceeded, no new Whole-home Short Term Accommodation rental is permitted to be licenced until January 1st, 2023.

14.0 Severability

- 14.1. If a Court of competent jurisdiction declares any section or part of a section of this by-law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the by-law and herein is so declared that the remainder of the by-law shall be valid and shall remain in force.

15.0 Schedule

- 15.1. Schedules “A”, “B”, “C”, “D” and “E” as attached, forms part of this by-law.

16.0 Municipality Not Liable

- 15** The Municipality assumes no liability for property damage or personal injury resulting from remedial action or remedial work undertaken with respect to any Person or property that is subject of this by-law.**Authorization**
- 17.1. That the Municipal Clerk be authorized and directed to take the necessary actions to give effect to this by-law.

18.0 Repeal

- 18.1. The Ministry of the Attorney General may approve the set fines as identified in Schedule “B” and “C” of this By-law, without further amendment to this By-law.

19.0 Date of Taking Effect

- 19.1. This By-law shall take effect on the date when Official Plan Amendment No. 8 as adopted by the Municipality of Brighton through By-law No. 0094-2021 has been finally approved by the County of Northumberland.
- 19.2. As per Section 19.1, the Clerk shall record such date herein: April 12, 2022.

Read a first, second and third time and finally passed this 14th day of March 2022.

Original signed by:

Brian Ostrander, Mayor

Original signed by:

Candice Doiron, Clerk

Schedule `A`
Short-Term Accommodation Rental
Renter's Code of Conduct

1. Purpose of the Code

The purpose of the Renter's Code of Conduct is to acknowledge that Short-Term Accommodation Rental premises are permitted in residential neighbourhoods and that the permanent residents of these neighbourhoods have the right to enjoy their own properties without nuisance. This Code outlines specific requirements for Short-Term Rental Accommodations and imposes responsibilities for both Owners and Renters of such properties. Owners bear the primary responsibility of conveying this information to renters of their property.

2. Objectives of this Code

The Objective of this Code is to establish acceptable standards of behaviour for hosts and renters to minimize any adverse impacts on the neighbours and the neighbourhood.

3. Residential Area

The Renter acknowledges for themselves and on behalf of others that they will be occupying a Short-Term Accommodation Rental that is located in a residential area.

4. Guiding Principles

The guiding principles for Short-Term Accommodation Rental renters are:

- The premise that you are occupying is a home;
- Treat the premise as your own;
- Respect your neighbours; and
- Leave it as you find it.

5. Maximum Number of Renters and Guests:

The maximum number of renters including non-occupying guests and residents, permitted at a Short-Term Accommodation Rental premises shall be limited to two (2) persons per guest room/bedroom/den as per Sections 3.7 and 3.8 of the Short-Term Rental Licensing By-law.

6. Noise and Residential Amenity:

No person shall make noise to cause a disturbance or conduct themselves in a way that is likely to disturb area residents. Examples of noise that is likely to disturb residents at any time include:

- a) Loud music;
- b) Outdoor or backyard gatherings or activities involving excessive noise or disruptive behaviour;
- c) Late evening/early morning disturbances; and,
- d) Yelling, shouting, singing or conversing loudly.

Renters and their guests are not allowed to disturb neighbours or interfere with their enjoyment of their premises, or the public realm, at any time of the day or night. Failure to comply with the conditions of the Municipality Noise By-law may result in legal action being taken.

7. Access and Parking:

Please familiarize yourself and your guests with the Parking Management Plan for the premises to ensure ease of access with minimum disturbance to neighbours.

All Short-Term Accommodation Rental premises have vehicle parking requirements as part of the licensing process. Please refer to the approved Premises Parking Management Plan.

8. Recycling and Garbage:

Please familiarize yourself and your guests with the Nuisance and Property Management Plan, including the provisions that have been made for waste management and the day of the week in which waste collection is scheduled. It should be noted that the “putting out” of waste on a non-scheduled day is regulated by the County of Northumberland’s Waste Management By-law. Waste collection information and pick up times are available on the County of Northumberland’s website.

9. Dwellings on Lots on Private Sewage Disposal Systems:

Note: Maximum occupancy of a Short-Term Accommodation Rental is based on a maximum of two persons per Guest Room. Exceeding the maximum occupancy may result in the malfunctioning of the septic system and pollution of the ground water system.

10. Fire and Occupant Safety:

All Short-Term Rental accommodations shall have operating smoke alarms. In Short-Term Rental Accommodations which have a fuel-fired appliance or solid fuel-fired appliance installed or an attached storage garage, the Owner shall ensure that the building is equipped with a **carbon monoxide alarm** installed outside of the sleeping areas. Further, the Owner shall regularly test the alarms to ensure that they are operational. If a renter discovers that any of the alarms are not operational the renter shall immediately notify the property owner of the deficiency.

11. Owner’s Additional Responsibilities

All owners and renters of Short-Term Rental Accommodations are responsible for compliance with all other Municipality of Brighton by-laws (including, but not limited to the following: Noise By-law, Waste By-law, Open Air Burning By-law, etc.).

I, _____ having read the above, and the terms of the Short-Term Rental Accommodations By-law and Licence, undertake to provide those persons renting my short- term rental accommodation with a copy of the Renter’s Code of Conduct and to advise them to act appropriately. I also realize that a violation of the licensing agreement may result in the suspension or revocation of the short- term rental accommodation for my property.

Signature of Applicant for Licence

Date

Schedule “B”

The Corporation of the Municipality of Brighton
Part I - Provincial Offences Act

By-Law No. 032-2022 – Short-Term Accommodation Rental By-law

Item	Short Form Wording	By-law Provision	Set Fine
1	Operate without a licence	3.4	\$400.00
2	Advertise unlicensed Short-Term Accommodation Rental	3.5	\$400
3	Violate the renters code of conduct	4.7	\$400
4	Licencee rents unapproved room	3.7, 3.13.2	\$500
5	Operate in contravention of a Municipal Agreement	3.6	\$500
6	Operate in contravention to a Provincial Restriction or Order	3.14	\$500
7	Fail to permit an inspection	12.2	\$500
8	Hinder or obstruct any person from performing their duty	12.8	\$500
9	Licencee fail to provide contact information	3.9, 7.1.2	\$350
10	Fail to comply with Order	12.16	\$500

NOTE: The general penalty provision for the offences listed above is Section 12.0 of By-law ____ - 2022, as amended, a certified copy of which has been filed.

Schedule “C”

The Corporation of the Municipality of Brighton

Part II - Provincial Offences Act

By-Law No. 032-2022 – Short-Term Accommodation Rental By-law

Item	Short Form Wording	By-law Provision	Set Fine
1	Fail to comply with an approved Life Safety Plan	4.8	\$350.00
2	Fail to park a vehicle on a hard surfaced driveway	5.3.18	\$350.00
3	Fail to park in accordance with an approved Parking Management Plan	5.1.3, 5.3.2	\$350.00
4	Fail to install or maintain in accordance with Nuisance and Property Management Plan	5.1.3	\$350.00
5	Fail to install or maintain in accordance with an approved Good Host Property Standards Design	5.1.3	\$350.00

Schedule “D”

The Corporation of the Municipality of Brighton
Special Event Notification Form

By-Law No. 032-2022 – Short-Term Accommodation Rental By-Law
Special Event Notification Form

Municipal

Address:

Licence

Owner:

Date

of

Event:

Description of Event:

Number

of

Persons

Attending:

☐ I **will not** be hosting paid guests on site for this event.

☐ I **will** be hosting paid guests on site for this event.

Please be advised that this form is required to be submitted to the Municipal Clerk no later than seven (7) days prior to the scheduled event.

Schedule “E”

The Corporation of the Municipality of Brighton
- Offence Demerit Points

By-Law No. 032- 2022 – Short-Term Accommodation Rental By-law

Item	Short Form Wording	By-law Provision Inflicted	Demerit Point Assigned
1	Violate the Renters Code of Conduct	4.7	1
2	Non-adherence to Parking Management Plan	5.1.3, 5.3.2	1
3	Non-adherence to Nuisance and Property Management Plan	5.1.3	1
4	Non-adherence with Life Safety Plan	4.8, 5.3.5, 5.3.16	2
5	Non-adherence with Good Host Property Standards Design	5.3.2	1

**THE CORPORATION OF THE MUNICIPALITY
OF ST.-CHARLES**

BY-LAW 2024-31

**BEING A BY-LAW TO AMEND BY-LAW 2022-27
(AMPS BY-LAW)**

WHEREAS the Corporation of the Municipality of St.-Charles has adopted By-Law 2022-27 being a By-Law to implement and Administrative Monetary Penalty System in the Municipality of St.-Charles;


AND WHEREAS Council deems it necessary to amend this By-Law;

NOW THEREFORE, Council for the Corporation of the Municipality of St.-Charles hereby enacts as follows:

1. **THAT Schedule "A" Designated By-Laws, Short Form Wording and Administrative Penalties** to By-Law 2022-27 is deleted in its entirety and replaced with the Schedule "A" Designated By-Laws, Short Form Wording and Administrative Penalties list per the attached **Appendix "A"** of this By-Law.
2. **THAT** all other provisions of By-Law 2022-27 not amended by this By-Law, remain in full force and effect.
3. **THAT** By-Law 2024-14 is hereby repealed.
4. **THAT** this By-Law shall come into effect on the day it is passed.

**READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME
AND FINALLY PASSED IN OPEN COUNCIL THIS 19TH DAY OF JUNE 2024.**


MAYOR


CLERK

APPENDIX “A” TO BY-LAW 2024-14

BY-LAW 2022-27 – AMPS BY-LAW

SCHEDULE “A”

DESIGNATED BY-LAWS, SHORT FORM WORDING AND ADMINISTRATIVE PENALTIES

1. For the purposes of Section 2 of this By-Law, Column 1 in the following Table lists the provisions in the Designated By-Law identified in the Schedule, as amended.
2. Column 2 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 1.
3. Column 3 in the following Table sets out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 1.

LIST OF DESIGNATED BY-LAWS		
APPENDIX	BY-LAW	DATE ADDED
1.	Clean Yard By-Law 2018-56	July 20, 2022
2.	Property Standards By-Law 2022-22	July 20, 2022
3.	Noise By-Law 2024-10	March 20, 2024
4.	Open Air Burning By-Law 2024-12	March 20, 2024
5.	Responsible Animal Ownership By-Law 2024-27	June 19, 2024
6.	Short-Term Rental Licensing By-Law 2024-28	June 19, 2024
7.	Travel Trailer Licensing By-Law 2024-29	June 19, 2024
8.	Fire Prevention and Mitigation By-Law 2024-30	June 19, 2024

BY-LAW 2022-27 – AMPS BY-LAW**SCHEDULE “A”
Appendix 1****Designated By-Law Provisions for Clean Yard By-Law 2018-56**

TABLE 1: BY-LAW NO. 2018-56 - BEING A BY-LAW TO PROVIDE FOR THE MAINTENANCE OF LAND (CLEAN YARD BY-LAW) WITHIN THE MUNICIPALITY OF ST.-CHARLES			
ITEM	COLUMN 1 – DESIGNATED BY-LAW & SECTION	COLUMN 2 – SHORT FORM WORDING	COLUMN 3 - ADMINISTRATIVE PENALTY
1.	Section 2(a)	Fail to maintain and keep trimmed their lawns, hedges, and bushes.	\$80.00
2.	Section 2(b)	Throw / place / deposit waste material / refuse on private property without the written consent of the property owner / occupant.	\$350.00
3.	Section 2(c)	Throw / place / deposit waste material / refuse on Municipal property without the written consent from the Municipality.	\$350.00
4.	Section 2(d)	Throw / place / deposit snow / ice on property without the written consent of the property owner / occupant.	\$150.00
5.	Section 2(e)	Fail to maintain residential land free from dead / diseased / decayed / damaged trees.	\$250.00
6.	Section 2(f)	Fail to maintain residential land free from injurious insects / rodents / vermin / termites.	\$150.00
7.	Section 3(a)	Fail to maintain land free from inoperative/ unlicensed vehicles, boats, trailers, aircraft, or mechanical equipment.	\$450.00
8.	Section 3(b)	Keeping / maintaining an illegal wrecking yard and or salvage operation.	\$450.00
9.	Section 3(d)	Store a vehicle / boat / trailer / recreational vehicle on an area not properly surfaced/ covered.	\$350.00
10.	Section 4(a)	Fail to maintain land free from domestic waste.	\$350.00
11.	Section 4(b)	Fail to maintain land free from industrial waste.	\$450.00

12.	Section 4(c)	Using any land or structure within the municipality for dumping or disposing of Domestic Waste or Industrial Waste.	\$500.00
13.	Section 5(a)	Fail to maintain land free from standing water.	\$150.00

BY-LAW 2022-27 – AMPS BY-LAW**SCHEDULE “A”
Appendix 2****Designated By-Law Provisions for Property Standards By-Law 2022-22****TABLE 2: BY-LAW NO. 2022-22- BEING A BY-LAW TO PROVIDE STANDARDS FOR THE MAINTENANCE AND OCCUPANCY OF PROPERTY IN THE MUNICIPALITY OF ST.-CHARLES**

ITEM	COLUMN 1 – DESIGNATED BY-LAW & SECTION	COLUMN 2 – SHORT FORM WORDING	COLUMN 3 ADMINISTRATIVE PENALTY
1.	Section 2.01 (a)	Failing to repair with sufficient materials.	\$200.00
2.	Section 2.01 (b)	Failing to conform to legislation.	\$100.00
3.	Section 2.02 (1)	Failing to keep yard free of rubbish.	\$100.00
4.	Section 2.02 (2)	Failing to keep yard free of machinery.	\$450.00
5.	Section 2.02 (3)	Failing to cut grass or weeds.	\$100.00
6.	Section 2.02 (4)	Fail to remove dilapidated structure.	\$100.00
7.	Section 2.02 (5)	Fail to remove pests.	\$150.00
8.	Section 2.02 (6)	Fail to cap wells.	\$150.00
9.	Section 2.02 (7)	Fail to fill in abandoned well.	\$150.00
10.	Section 2.02 (8)	Fail to remove damaged growth.	\$150.00

11.	Section 2.03 (1)	Fail to prevent ponding of storm water.	\$150.00
12.	Section 2.03 (2)	Fail to prevent erosion of soil.	\$150.00
13.	Section 2.03 (3)	Fail to prevent water from entering basements.	\$150.00
14.	Section 2.03 (4)	Fail to prevent unsightly appearance.	\$150.00
15.	Section 2.03 (5)	Fail to keep free of garbage.	\$150.00
16.	Section 2.03 (6)	Fail to keep free of ruts and holes.	\$150.00
17.	Section 2.03 (7)	Fail to provide safe passage.	\$150.00
18.	Section 2.03 (8)	Fail to prevent a nuisance to other properties.	\$150.00
19.	Section 2.04	Fail to discharge sewage into an approved system.	\$150.00
20.	Section 2.05	Discharging sewage onto the ground.	\$150.00
21.	Section 2.06	Improper drainage from a roof.	\$150.00
22.	Section 2.07	Improper drainage of storm and pumped water – erosion.	\$150.00
23.	Section 2.08	Improper drainage of storm and pumped water – municipal sanitary system.	\$150.00
24.	Section 2.09	Failing to maintain eavestroughs and downspouts.	\$150.00
25.	Section 2.10	Improper drainage onto downstream properties.	\$150.00

26.	Section 2.11	Blocking a drainage area or swale.	\$150.00
27.	Section 2.12	Discharging water onto sidewalks or stairs	\$150.00
28.	Section 2.15	Failing to keep parking area in good repair.	\$150.00
29.	Section 2.16	Failing to keep passage safe.	\$150.00
30.	Section 2.17	Failing to maintain accessory structures.	\$150.00
31.	Section 2.18	Failing to maintain cladding in good repair.	\$150.00
32.	Section 2.19	Posting unauthorized signs, slogans, or defacement.	\$150.00
33.	Section 2.20 (1)	Failing to clear garbage or refuse from a damaged building.	\$150.00
34.	Section 2.20 (2)	Failing to properly support a damaged building.	\$150.00
35.	Section 2.20 (3)	Failing to turn off services on a damaged building.	\$150.00
36.	Section 2.20 (4)	Failing to prevent further damage on a damaged building.	\$150.00
37.	Section 2.20 (5)	Failing to secure a damaged building.	\$150.00
38.	Section 2.20 (6)	Failing to demolish a damaged building.	\$150.00
39.	Section 2.21	Failing to repair a damaged building before occupying.	\$150.00
40.	Section 2.22	Failing to clear damaged building.	\$150.00

41.	Section 2.23	Failing to provide sufficient number of garbage receptacles.	\$150.00
42.	Section 2.24	Failing to place garbage in a container.	\$150.00
43.	Section 2.25	Failing to screen garbage storage.	\$150.00
44.	Section 2.26	Light installed more than 9.0 m above finished grade.	\$150.00
45.	Section 2.27	Failing to direct exterior light downward.	\$150.00
46.	Section 2.28	Improper compost heap.	\$150.00
47.	Section 3.01 (1)	Failing to maintain rental property in a clean and safe condition.	\$150.00
48.	Section 3.01 (2)	Failing to remove garbage regularly.	\$150.00
49.	Section 3.01 (3)	Failing to keep building clean.	\$150.00
50.	Section 3.02 (1)	Failing to prevent insect or animal infestation – rental properties.	\$150.00
51.	Section 3.02 (2)	Failing to seal openings – rental properties.	\$150.00
52.	Section 3.02 (3)	Failing to maintain a structural sound building – rental properties.	\$150.00
53.	Section 3.02 (4)	Improperly secured cladding – rental properties.	\$150.00
54.	Section 3.02 (5)	Failing to maintain building foundation – rental properties.	\$150.00
55.	Section 3.02 (6)	Failing to maintain windows and doors – rental properties.	\$150.00

56.	Section 3.02 (7)	Failing to provide locking systems – rental properties.	\$150.00
57.	Section 3.02 (8)	Failing to provide an entrance – rental properties.	\$150.00
58.	Section 3.02 (9)	Failing to provide a voice communication unit where required – rental properties.	\$150.00
59.	Section 3.02 (10)	Failing to prevent windows from opening – rental properties.	\$150.00
60.	Section 3.02 (11)	Failing to provide a weather tight roof – rental properties.	\$150.00
61.	Section 3.02 (12)	Failing to maintain eaves and gutters in good repair – rental properties.	\$150.00
62.	Section 3.02 (13)	Failing to repair holes or cracks – interior – rental properties.	\$150.00
63.	Section 3.02 (14)	Failing to provide safe floor – rental properties.	\$150.00
64.	Section 3.02 (15)	Failing to provide proper flooring – rental properties.	\$150.00
65.	Section 3.02 (16)	Failing to repair holes or cracks – exterior of rental properties.	\$150.00
66.	Section 3.02 (17)	Failing to repair stairs – rental properties.	\$150.00
67.	Section 3.02 (18)	Failing to provide proper guardrails – rental properties.	\$150.00
68.	Section 3.02 (19)	Failing to provide proper handrails – rental properties.	\$150.00
69.	Section 3.02 (22)	Failing to provide a kitchen in a dwelling – rental properties.	\$150.00
70.	Section 3.02 (23)	Failing to provide toilet and bathroom facilities in a dwelling – rental properties.	\$150.00

71.	Section 3.02 (24)	Failing to provide a lock on toilet and bathroom facilities – rental properties.	\$150.00
72.	Section 3.02 (25)	Failing to provide appropriate entrance to a shared bathroom facility – rental properties.	\$150.00
73.	Section 3.02 (26)	Failing to provide hot and cold water – rental properties.	\$150.00
74.	Section 3.02 (27)	Failing to provide potable water – rental properties.	\$150.00
75.	Section 3.02 (28)	Failing to maintain plumbing – rental properties.	\$150.00
76.	Section 3.02 (29)	Failing to provide proper traps – rental properties.	\$150.00
77.	Section 3.02 (30)	Failing to provide appropriate surfaces – rental properties.	\$150.00
78.	Section 3.02 (31)	Failing to connect to electrical supply system – rental properties.	\$150.00
79.	Section 3.02 (32)	Failing to maintain electrical components – rental properties.	\$150.00
80.	Section 3.02 (33)	Failing to provide electrical outlets – rental properties.	\$150.00
81.	Section 3.02 (34)	Failing to provide lighting – rental properties.	\$150.00
82.	Section 3.02 (35)	Failing to provide sufficient illumination – rental properties.	\$150.00
83.	Section 3.02 (36)	Failing to provide heating system – rental properties.	\$150.00
84.	Section 3.02 (37)	Improper installation of fuel burning appliances – rental properties.	\$150.00
85.	Section 3.02 (38)	Failing to maintain safe fuel receptacle – rental properties.	\$150.00

86.	Section 3.02 (39)	Failing to seal dwelling from smoke, fumes and gasses fuel burning appliances – rental properties.	\$150.00
87.	Section 3.02 (40)	Failing to properly vent fuel burning appliances– rental properties.	\$150.00
88.	Section 3.02 (41)	Failing to properly install a chimney, smoke pipe, flue, or vents – rental properties.	\$150.00
89.	Section 3.02 (42)	Failing to properly maintain a chimney, smoke pipe, flue, or vents – rental properties.	\$150.00
90.	Section 3.02 (43)	Failing to provide required fire alarm and detection system – rental properties.	\$150.00
91.	Section 3.02 (44)	Failing to provide required smoke and CO monitors – rental properties.	\$150.00
92.	Section 3.02 (45)	Failing to provide unobstructed egress – rental properties.	\$150.00
93.	Section 3.02 (46)	Blocking required egress – rental properties.	\$150.00
94.	Section 3.02 (47)	Failing to provide required natural light – rental properties.	\$150.00
95.	Section 3.02 (48)	Failing to provide required ventilation in living spaces – rental properties.	\$150.00
96.	Section 3.02 (49)	Failing to maintain ventilation systems – rental properties.	\$150.00
97.	Section 3.02 (50)	Failing to provide required ventilation for enclosed spaces – rental properties.	\$150.00
98.	Section 3.02 (51)	Failing to maintain elevating devices in good working order – rental properties.	\$150.00
99.	Section 3.02 (52)	Over occupancy of a dwelling – rental properties.	\$150.00
100.	Section 3.02 (53)	Failing to provide minimum sized bedroom in a rental unit – rental properties.	\$150.00

101.	Section 3.02 (54)	Failing to provide a safe basement dwelling unit – rental properties.	\$150.00
102.	Section 3.02 (55)	Failing to provide connection to utilities – rental properties.	\$150.00
103.	Section 4.01 (1)	Failing to maintain vacant land	\$150.00
104.	Section 4.01 (2)	Failing to maintain vacant buildings in a clean safe manner.	\$150.00
105.	Section 4.01 (3)	Failing to secure vacant buildings.	\$150.00
106.	Section 5.01 (1)	Improper or unsightly storage – nonresidential property.	\$150.00
107.	Section 5.01 (2)	Failing to maintain structural soundness in all building – nonresidential property.	\$150.00
108.	Section 5.01 (3)	Failing to maintain outside cladding – nonresidential properties.	\$150.00
109.	Section 5.01 (4)	Failing to provide appropriate lighting that does not affect neighboring properties.	\$150.00

BY-LAW 2022-27 – AMPS BY-LAW

SCHEDULE “A” Appendix 3

Designated By-Law Provisions for Noise By-Law 2024-10

TABLE 3: BY-LAW NO. 2024-10 - BEING A BY-LAW TO PROHIBIT AND REGULATE NOISES IN THE MUNICIPALITY OF ST.-CHARLES			
ITEM	COLUMN 1 – DESIGNATED BY- LAW & SECTION	COLUMN 2 – SHORT FORM WORDING	COLUMN 3 ADMINISTRATIVE PENALTY
1.	Section 3.1 Sch A (1)	Cause / allow noise from the operation of an auditory signaling device.	\$125.00
2.	Section 3.1 Sch A (2)	Cause / allow excessive noise made by a human	\$125.00
3.	Section 3.1 Sch A (3)	Cause / allow noise from prohibited racing.	\$200.00
4.	Section 3.1 Sch A (4)	Cause / allow noise from the operation of an engine without muffling device.	\$125.00
5.	Section 3.1 Sch A (5)	Cause / allow noise from a motorized vehicle or part.	\$125.00
6.	Section 3.1 Sch A (6)	Cause / allow noise from idling.	\$125.00
7.	Section 3.1 Sch A (7)	Cause / allow noise from the use of an electronic audio device during prohibited hours.	\$125.00
8.	Section 3.1 Sch A (8)	Cause / allow noise from persistent use of a generator.	\$125.00
9.	Section 3.1 Sch A (9)	Allow excessive noise from a domestic animal.	\$125.00
10.	Section 3.1 Sch A (10)	Cause / allow noise while repairing machinery.	\$125.00

11.	Section 3.1 Sch A (11)	Cause / allow noise from any manufacturing industry.	\$300.00
12.	Section 3.1 Sch A (12)	Cause / allow noise from use of an engine intended for use in a model, toy, or drone.	\$85.00
13.	Section 3.1 Sch A (13)	Cause / allow noise from the operation of construction equipment.	\$300.00
14.	Section 3.1 Sch A (14)	Cause / allow noise operating a domestic tool or device.	\$85.00
15.	Section 3.1 Sch A (15)	Cause / allow noise from loading or delivering items outside of allowed hours.	\$85.00
16.	Section 3.1 Sch A (16)	Cause / allow the discharge of a firearm.	\$300.00
17.	Section 3.1 Sch A (17)	Cause / allow the discharge of fireworks when prohibited.	\$300.00
18.	Section 3.1 Sch A (18)	Cause / allow unusual noise.	\$300.00

BY-LAW 2022-27 – AMPS BY-LAW**SCHEDULE “A”
Appendix 4****Designated By-Law Provisions for Open Air Burning By-Law 2024-12**

TABLE 4: BY-LAW NO. 2024-12 - BEING A BY-LAW TO ESTABLISH OPEN-AIR BURNING PROCEDURES AND PRESCRIBING TIMES FOR SETTING FIRES, PRECAUTIONS TO BE TAKEN AND FOR ISSUING PERMITS FOR BURNING			
ITEM	COLUMN 1 – DESIGNATED BY-LAW & SECTION	COLUMN 2 – SHORT FORM WORDING	COLUMN 3 - ADMINISTRATIVE PENALTY
1.	Section 5.1	Set, Permit, and / or Allow a fire other than a campfire without an Open-Air Burning Permit.	\$150.00
2.	Section 5.2	Set, Permit, and / or Allow a campfire to exceed prescribed size.	\$150.00
3.	Section 5.3	Use and / or Allow the use of a non-approved permanent or portable stove.	\$150.00
4.	Section 5.4	Set, Permit, and / or Allow a fire during restricted hours.	\$150.00
5.	Section 5.5	Set, Permit, and / or Allow an unauthorized fire on municipal land without permission.	\$250.00
6.	Section 5.6	Set, Permit, and / or Allow a fire that affects visibility on a highway.	\$250.00
7.	Section 5.7	Set, Permit, and / or Allow a fire without owner’s permission.	\$150.00
8.	Section 5.8	Burn waste – Cause, Permit, and / or Allow excessive smoke or fumes.	\$150.00
9.	Section 5.9	Set, Permit, and / or Allow a fire under unsafe conditions.	\$250.00
10.	Section 5.10	Fail to provide extinguishment equipment.	\$250.00

11.	Section 5.11	Improper minimum safe distance utilized.	\$150.00
12.	Section 5.12	Improper minimum safe distance utilized for fire larger than one (1) cubic metre.	\$150.00
13.	Section 5.13	Set and / or Permit a fire causing damage to property.	\$250.00
14.	Section 5.13	Set and / or Permit a fire causing injury to people.	\$250.00
15.	Section 5.14	Set, Permit, and / or Allow a fire in high wind.	\$250.00
16.	Section 5.15	Leave a fire unattended.	\$250.00
17.	Section 5.16	Set, Permit, and / or Allow a nuisance fire.	\$150.00
18.	Section 5.17	Refuse to extinguish a fire when directed.	\$250.00
19.	Section 5.18	Set, Permit, and / or Allow a fire or campfire during a Fire Ban or in a Restricted Fire Zone.	\$250.00
20.	Section 5.19.1	Fail to have a permit on site of fire.	\$150.00
21.	Section 5.19.2	Fail to produce a permit at site of fire.	\$150.00
22.	Section 5.20	Set, Permit, and / or Allow burning of land clearing piles / windrows closer than prescribed distance.	\$350.00
23.	Section 5.20	Set, Permit, and / or Allow burning of land clearing piles / windrows greater than the prescribed length.	\$350.00
24.	Section 5.21	Detonation of Fireworks or Firecrackers during a Fire Ban or in a Restricted Fire Zone	\$450.00

25.	Section 5.22	Set, Permit, and / or Allow the ignition or release of flying lanterns	\$450.00
26.	Section 11.6	Hinder or obstruct an officer.	\$450.00

BY-LAW 2022-27 – AMPS BY-LAW**SCHEDULE “A”
Appendix 5****Designated By-Law Provisions for Responsible Animal Ownership By-Law 2024-27**

TABLE 5: BY-LAW 2024-27 BEING A BY-LAW TO REGULATE, LICENCE AND CONTROL ALL ANIMALS IN THE MUNICIPALITY OF ST.-CHARLES			
ITEM	COLUMN 1 – DESIGNATED BY-LAW SECTION	COLUMN 2 – SHORT FORM WORDING	COLUMN 3 – ADMINISTRATIVE PENALTY
1.	Section 3.1	Fail to license a dog	\$100.00
2.	Section 3.2	Fail to renew license	\$100.00
3.	Section 3.6	Fail to keep a tag fixed to a dog while off premises	\$50.00
4.	Section 3.16	Keep more than three (3) dogs	\$100.00
5.	Section 3.17	Keep more than three (3) cats	\$75.00
6.	Section 4.1 (a)	Fail to provide a clean and sanitary environment for an animal	\$200.00
7.	Section 4.1 (b)	Fail to provide appropriate care, food, water, shelter, or physical activity to an animal	\$200.00
8.	Section 4.1 (c)	Fail to provide necessary veterinary care to an animal	\$200.00
9.	Section 4.2 (a)	Fail to provide sufficient and appropriate shelter for a dog kept outside	\$300.00
10.	Section 4.2 (b)	Fail to provide an adequate exercise area for a dog kept outside	\$200.00
11.	Section 4.2 (c)	Fail to provide an adequate leash with no obstructions for a dog kept outside	\$200.00
12.	Section 4.3	Improperly hitch, tie, or fasten an animal	\$200.00
13.	Section 4.4	Fail to provide an animal with proper ventilation	\$200.00
14.	Section 4.5	Improperly transport an animal	\$200.00
15.	Section 4.7	Improperly muzzle a dog	\$200.00
16.	Section 4.8	Neglect, abuse, torment or punish an animal	\$300.00
17.	Section 4.9	Cause or allow the abandonment of an animal	\$300.00
18.	Section 4.10	Cause or allow a dog in heat to be	\$150.00

		unattended	
19.	Section 5.1	Operate a kennel without a license	\$500.00
20.	Section 5.2	Operate a kennel with a suspended license	\$400.00
21.	Section 5.10 (m)	Fail to maintain a kennel in a clean and sanitary condition	\$300.00
22.	Section 5.10 (n)	Fail to remove waste from a kennel in a timely fashion	\$300.00
23.	Section 5.10 (v)	Fail to keep and maintain records	\$400.00
24.	Section 6.1	Allow or permit livestock to run at large	\$150.00
25.	Section 6.2	Allow or permit a dog to run at large	\$100.00
26.	Section 7.4	Unlawfully unlock, unlatch, or open a vehicle or cage containing seized animal	\$300.00
27.	Section 8.1	Fail to remove feces left by an animal	\$100.00
28.	Section 8.2	Fail to possess necessary equipment to remove feces	\$75.00
29.	Section 8.3	Fail to remove feces from own property / dwelling in a timely manner	\$100.00
30.	Section 8.5	Fail to remove feces left by a horse	\$100.00
31.	Section 9.1	Keep or permit to be kept a prohibited animal	\$400.00
32.	Section 9.2	Keep or permit to be kept livestock in an area not zoned for agricultural use	\$300.00
33.	Section 9.4	Fail to keep an insect, arachnid or squamate in an escape proof enclosure	\$100.00
34.	Section 9.5	Fail to keep a lagomorph, marsupial or rodent in a suitable enclosure	\$100.00
35.	Section 10.1	Permit a dog to attack or bite	\$300.00
36.	Section 10.2	Permit a dog to harass or menace	\$150.00
37.	Section 10.5 (a)	Fail to muzzle a vicious dog	\$200.00
38.	Section 10.5 (b)	Fail to keep a vicious dog under control	\$400.00
39.	Section 10.6	Fail to properly contain a vicious dog in a vehicle	\$200.00
40.	Section 10.8	Fail to contain a vicious dog within an enclosed area	\$200.00
41.	Section 10.9	Fail to notify the Municipality of a change of ownership or residence of a vicious dog	\$150.00
42.	Section 10.10	Fail to notify the Municipality of the death of a vicious dog	\$75.00
43.	Section 10.13	Fail to notify a kennel owner that a dog is designated as vicious	\$150.00

44.	Section 10.15	Operate a kennel containing a vicious dog	\$300.00
45.	Section 12.3	Hinder or obstruct an officer	\$500.00

BY-LAW 2022-27 – AMPS BY-LAW**SCHEDULE “A”
Appendix 6****Designated By-Law Provisions for Short-Term Rental Licensing By-Law 2024-28**

TABLE 5: BY-LAW 2024-28 BEING A BY-LAW TO LICENSE AND REGULATE SHORT-TERM RENTAL ACCOMMODATIONS			
ITEM	COLUMN 1 – DESIGNATED BY-LAW SECTION	COLUMN 2 – SHORT FORM WORDING	COLUMN 3 – ADMINISTRATIVE PENALTY
1.	Section 4.1	Operate an STR without a valid licence	\$600.00
2.	Section 4.4	Operate an STR in contravention of a Public Health Order	\$400.00
3.	Section 4.6	Operating an STR in a restricted area.	\$600.00
4.	Section 4.7	Fail to ensure that renters comply with code of conduct or legislation	\$400.00
5.	Section 4.8	Rent a guest room not identified as approved for an STR licence	\$400.00
6.	Section 4.9	Rent a trailer as a STR	\$400.00
7.	Section 4.12	Post an STR licence on an unlicensed property	\$400.00
8.	Section 4.13	Alter a STR licence	\$400.00
9.	Section 4.14	Remove a posted order	\$600.00
10.	Section 4.15	Advertise false information.	\$600.00
11.	Section 4.16	Permit an occupancy in excess of approved limits.	\$600.00
12.	Section 4.17	Violate provisions of Renter Code of Conduct	\$200.00
13.	Section 4.18	Violate provisions of Licensee Code of Conduct	\$200.00
14.	Section 5.5	Fail to post required information	\$150.00
15.	Section 5.6	Fail to provide complete information package	\$100.00
16.	Section 5.7	Fail to include licence number in advertisements	\$150.00
17.	Section 5.9	Fail to ensure proper parking	\$250.00
18.	Section 5.10	Park in an area not designated for parking	\$50.00
19.	Section 5.11	Fail to provide proof of suitable parking for water access only STRs	\$250.00
20.	Section 5.16	Fail to appropriately store waste	\$150.00

21.	Section 5.17	Fail to remove waste in an appropriate timeline	\$150.00
22.	Section 5.20	DRP fail to respond	\$300.00
23.	Section 6.4	Fail to update information	\$50.00
24.	Section 7.12	Fail to keep a registry of renters	\$100.00

BY-LAW 2022-27 – AMPS BY-LAW

SCHEDULE “A” Appendix 7

Designated By-Law Provisions for Travel Trailer Licensing By-Law 2024-29

TABLE 5: BY-LAW 2024-29 BEING A BY-LAW TO LICENSE TRAVEL TRAILERS IN THE MUNICIPALITY OF ST.-CHARLES			
ITEM	COLUMN 1 – DESIGNATED BY-LAW SECTION	COLUMN 2 – SHORT FORM WORDING	COLUMN 3 – ADMINISTRATIVE PENALTY
1.	Section 3.2	Using a trailer without a licence.	\$400.00
2.	Section 3.2	Allowing a trailer to be used without a licence.	\$400.00
3.	Section 3.3	Occupy a trailer on prohibited dates.	\$300.00
4.	Section 3.3	Permit occupation of a trailer on prohibited dates.	\$300.00
5.	Section 3.4	Constructing an unauthorized structure.	\$300.00
6.	Section 3.4	Allow construction of an unauthorized structure.	\$300.00
7.	Section 3.6	Use a trailer on a vacant lot.	\$500.00
8.	Section 3.6	Allow a trailer to be used on a vacant lot.	\$500.00
9.	Section 3.7	Unauthorized connection to septic or greywater.	\$500.00
10.	Section 3.7	Allowing an unauthorized connection to septic or grey water.	\$500.00
11.	Section 3.8	Improper disposal of grey water or sewage.	\$500.00
12.	Section 3.8	Allowing improper disposal of grey water or sewage.	\$500.00
13.	Section 3.9	Unauthorized transfer of a licence.	\$200.00
14.	Section 3.10	Failure to display a licence.	\$100.00
15.	Section 3.11	Providing false information on licence application.	\$100.00
16.	Section 3.12	Obstruct person designated to enforce this By-Law.	\$300.00

BY-LAW 2022-27 – AMPS BY-LAW**SCHEDULE “A”
Appendix 8****Designated By-Law Provisions for Fire Prevention and Mitigation By-Law 2024-30**

TABLE 5: BY-LAW 2024-30 BEING A BY-LAW FOR THE PREVENTION AND MITIGATION OF FIRESREAD IN THE MUNICIPALITY OF ST.-CHARLES			
ITEM	COLUMN 1 – DESIGNATED BY-LAW SECTION	COLUMN 2 – SHORT FORM WORDING	COLUMN 3 – ADMINISTRATIVE PENALTY
1.	Section 6.1	Fail to prepare written record of corrective measure as required.	\$195.00
2.	Section 6.2	Fail to prepare written record of operational procedure as required.	\$195.00
3.	Section 6.3	Fail to prepare written record of inspection of supported group living residence as required.	\$195.00
4.	Section 6.4	Fail to prepare written record of inspection of intensive support residence as required.	\$195.00
5.	Section 6.5	Fail to retain record of building as required.	\$195.00
6.	Section 6.6	Fail to retain initial verification report for fire protection system as required.	\$195.00
7.	Section 6.7	Fail to retain initial test report for fire protection system as required.	\$195.00
8.	Section 6.8	Fail to make record available to Chief Fire Official on request.	\$195.00
9.	Section 6.9	Fail to repair damaged closure.	\$195.00
10.	Section 6.10	Fail to maintain closure in fire separation as required.	\$195.00
11.	Section 6.11	Obstruct a closure in fire separation.	\$295.00
12.	Section 6.12	Block a closure in a fire separation.	\$295.00
13.	Section 6.13	Wedge open a closure in a fire separation.	\$295.00
14.	Section 6.14	Alter a closure in a fire separation to prevent intended operation.	\$195.00
15.	Section 6.15	Fail to install smoke and / or carbon monoxide alarms where required.	\$295.00
16.	Section 6.16	Have smoke and / or carbon monoxide alarm which does not comply with required standards.	\$195.00

17.	Section 6.17	Have a carbon monoxide alarm not installed at manufacturer's recommended height.	\$195.00
18.	Section 6.18	Have a carbon monoxide alarm not installed on or near ceiling.	\$195.00
19.	Section 6.19	Fail to provide extinguisher where required.	\$195.00
20.	Section 6.20	Fail to repair and / or recharge defective extinguisher so it operates effectively and safely.	\$195.00
21.	Section 6.21	Fail to attach tag to extinguisher as required.	\$195.00
22.	Section 6.22	Fail to maintain extinguisher maintenance records.	\$195.00
23.	Section 6.23	Fail to replace and / or recharge extinguisher after use.	\$195.00
24.	Section 6.24	Fail to maintain smoke and / or carbon monoxide alarm in operating condition.	\$295.00
25.	Section 6.25	Fail to maintain smoke and / or carbon monoxide alarm power supply in operating condition.	\$295.00
26.	Section 6.26	Fail to maintain smoke and / or carbon monoxide alarm visual signaling component in operating condition.	\$295.00
27.	Section 6.27	Fail to give tenant smoke and / or carbon monoxide alarm maintenance instructions.	\$195.00
28.	Section 6.28	Fail to notify landlord that smoke and / or carbon monoxide alarm is disconnected.	\$295.00
29.	Section 6.29	Fail to notify landlord that smoke and / or carbon monoxide alarm is not operating.	\$295.00
30.	Section 6.30	Fail to notify landlord that operation of smoke and / or carbon monoxide alarm is impaired.	\$295.00
31.	Section 6.31	Disable a smoke and / or carbon monoxide alarm.	\$295.00
32.	Section 6.32	Fail to replace smoke and / or carbon monoxide alarm within time frame in manufacturer's instructions.	\$195.00
33.	Section 6.33	Replace a carbon monoxide alarm with a unit not in compliance with required standards.	\$195.00



Short-term Rental Accommodation Licensing

Short-term rental accommodation (STRA) properties, such as those offered through booking applications like VRBO and Airbnb, are permitted in residential areas under the City's Zoning By-law, provided they aren't the primary use of the property. The property must operate first and foremost as a full-time residence.

Requirements for permitted STRAs under the Zoning By-law:

- Defined as a home-based business
- The unit is rented for a period not exceeding 28 consecutive days
- STRA is the primary residence of the operator (owner / tenant)
- Can operate out of any residence, but must be secondary use of the property as a home-based business
- Provision of one parking space per bedroom (City Council approved an amendment to the City's Zoning By-law to permit tandem parking for Bed and Breakfast STRAs which came into effect December 5, 2024)
- For a short-term rental, the entire dwelling unit is rented where the operator is not present, as opposed to a bed and breakfast where the operator is present and hosts guests within their dwelling unit

Licensing process

The City has established a **Short-Term Rental Accommodation By-law** and Administrative Monetary Penalties System for the operation of STRAs. Operators must obtain a licence, like any other business, to operate a STRA.

Licences are issued for two years. An application fee must be paid before your application is processed, and, while the City will work with applicants to ensure their success, if possible, money will not be returned if the application cannot be approved.

The City has established a monetary penalty system and demerit point system for STRA operators under which monetary and operational penalties, including suspension of a licence, can be issued for various infractions.

Short-term Rental Accommodation Licence Application Process

1 Prepare your application materials

You will be required to submit a site plan, floor plans, parking management plan, fire protocol, fire safety plan if the residence contains five or more bedrooms, fire protocol, proof of insurance, electrical safety certificate, proof of property ownership / lease agreement, and photos.

Consult our [Short-term Rental Accommodation Application Checklist](#) further down on this page for more information on specific requirements.

2 Apply

Once you have all the necessary documentation you can submit your application online.

Please note that you will have to register for the Building Permit Application Portal before you can begin your application.

Register and get a PIN

If you are already in the St. Catharines' Online Permits System, but do not yet have a PIN, please select the Register button, to request a PIN.

You will need to provide the email address you originally used to register for the system.

If you require assistance using the Building Permit Application Portal contact building@stcatharines.ca.

3 Make payment

Before staff begin processing your application you must pay the application fee. The fee is \$534.05, and licences must be renewed after two years. Make sure you have your application's reference number; it is contained in your application's submission confirmation email. Call 905.688.5601 ext. 1660 to pay via credit card over the phone or make your payment in person at Planning and Building Services, 1st floor City Hall.



Ensure You Understand MAT Requirements

As of Jan. 1, 2023, the City of St. Catharines requires a Municipal Accommodation Tax be applied to all short-term rental stays. Effective that date, homeowners or tenants / lessees who operate a short-term rental must collect and remit a two per cent tax on all stays / rentals. Find out more and register your property.

Application Checklist

As part of the application, you will be required to submit a variety of supporting documents. You should have these ready before launching the online application. Individual file sizes will be limited to five megabytes. The following file types are permitted: .jpg, .png, .jpeg, .pdf, .doc, .docx.

Site Plan

A site plan is a sketch that indicates the location of the short-term rental premises on the property, adjacent roadways, and any external garbage / recycling facilities. This sketch basically encompasses the layout of the entire property, marking building placement.

Floor Plans

Floor Plans are interior drawings clearly indicating location and number of rooms and proposed total occupancy limit. The plans should include dimensions, descriptions of proposed use, and the proposed number of beds for each room in the building / unit. Think of this as an overhead map of the interior of the residence with the information above. Please be aware that bed and breakfasts are not permitted more than four rented rooms.

Parking Management Plan

A Parking Management Plan consists of a scale drawing depicting the size, surface material, and location(s) of all parking spaces intended to be used for parking on the premises. Under zoning requirements there must be one parking space per bedroom in the STR or Bed and Breakfast. On-street parking may not be included, and all identified parking areas must be designed for such a purpose. The plan must be compliant with the City's Zoning By-law and the

Traffic By-law. Much like the site plan this is an overhead map of the property clearly marking parking spaces / facilities with the information mentioned above.

Dimensions for a standard parking space:

- Standard parking space: 2.75m (width) by 5.6m (depth)
- Standard parking space obstructed on one side: 3m (width) by 5.6m (depth).
- Standard parking space obstructed on two sides: 3.3m (width) by 5.6m (depth).

Please consult the [Zoning By-law](#) for more information.

Tandem parking is now permitted in Bed and Breakfast Short-term Rental Accommodations as of December 5, 2024.

Please note, all identified parking spaces must be located within the property boundary. Operators can use the Region's [Niagara Navigator tool](#), using the 2020 Imagery Basemap Gallery and Assessment Parcels layer, to identify their property's boundary.

Fire Safety Protocol

A fire safety protocol is a protocol which contains an outline of actions for an occupant to take in the event of a fire emergency, the location of all fire-related safety equipment, a floor plan of the premises indicating the location of all emergency exits, contact information containing the name, phone number and e-mail address of the owner or long-term tenant. This plan would appear like the floor plan, but instead of marking dimensions and number of beds, would identify exits in the case of an emergency, in addition to fire safety equipment such as extinguishers and alarms. An example of this would be the fire safety map found on the back of a hotel room door.

Fire Safety Plan (five or more bedrooms)

A Fire Safety Plan is required for STRs with five or more bedrooms. This does not apply to bed and breakfasts as they cannot have more than four bedrooms rented out.

A Fire Safety Plan deals with all aspects of fire safety at a building or property. It is specific to each property and ensures that all occupants and staff are aware of what actions to take in an emergency as well and outlines the owner's roles and responsibilities in general and during an emergency. The plan covers maintenance requirements of the building's fire and life safety features and includes information for Fire Services in the event of an emergency response at a property, such as floor plans; locations of shut offs and equipment; and contact names and numbers.

View our [Fire Safety](#) page for more information.

Proof of insurance

You will be required to submit a certificate of insurance which confirms that the applicant has in place at the time of the application, general liability insurance which can form part of or is included in a "home sharing", "host insurance", "short-term rental" or other similar type of insurance of not less than \$2 million per occurrence including property damage and bodily injury, and if requested, that the City be included as an additional insured, but only with respect to the Applicant's operation of the premises as a Short-term Rental.

Electrical Safety Certificate

An Electrical Safety Certificate can be issued by licensed electrician dated within 12 months of the date of the application, indicating the premises and its proposed use comply with the Electrical Safety Code.

Proof of property ownership / lease agreement

You will need to provide a copy of the transfer/deed proving you own the property. If you rent your residence that you will be operating as a short-term rental you will need to provide a copy of your rental/lease agreement for premises and written authorization from the property owner providing consent for operation of a short-term rental.

Interior / exterior photos

You must provide interior and exterior photos of the building frontage, rear yard, bedrooms, hallways, living / common area, and cooking areas. One of each room is required.

Demerit Point system

The STR licensing by-law includes non-monetary penalties by establishing a system of demerit points associated with various infractions ranging from Fire and Building Code violations to waste, parking and noise related issues. Infractions carry point weights ranging from two to 10 points. Demerit points will remain active against a licence for two years, with penalties incurred at the accumulation of five, 10 and 15 points.

Penalties include:

- Three-month licence suspension, with right to appeal for five to nine points

- Revocation of licence for remaining duration, with right to appeal for 10 to 15 points ²⁶⁶
- Revocation of licence for remaining duration, with no right to appeal for 15-plus points

Infraction Demerit Point Summary

Infraction	Reference By-law	Demerit Points
Fire Protection and Prevention Act	9.1.4.1	10
Fire Safety Protocol	9.1.6	10
Obstruction of Inspection	13.2	10
Building Code Act	9.1.4.2	8
Electrical Safety Code	9.1.4.3	8
Orders under the EMCPA	9.1.4.4	8
Reopening Ontario Act	9.1.4.5	8
Open Air Fires By-law	9.1.4.10	8
Health Protection and Promotion Act	9.1.4.6	8
Public Nuisance By-law No. 2007-295	9.1.4.12	7
Noise By-law No. 95-198	9.1.4.13	7
Fireworks By-law	9.1.4.9	7
Non-availability of responsible Person	9.1.9	4
Not posting Licence number	9.1.8	4
Not posting Licence	9.1.2	4

Not providing updated information	9.1.3	267 3
Parking Management Plan	9.1.5	3
Zoning By-law No. 2013-283	9.1.4.7	3
Property Standard By-law No. 2014-248	9.1.4.11	3
Waste By-law No. 2020-106	9.1.4.14	2
Garbage Collection	9.1.4.15	2

Administrative Monetary Penalty System

Establishing an Administrative Monetary Penalty System (AMPS) allows the City to levee monetary penalties against properties operating as STRS for violations of the City's licensing by-law. Under the system we can administer monetary penalties through an internal process, alleviating the need for taxpayer-funded resources to pursue convictions through Provincial Offences Courts.

Penalties under the AMPS range from \$100 to \$1,000. A monetary penalty is assessed and imposed in the form of a penalty notice with a prescribed date and time for payment. Rather than going to court to dispute a fine in front of a judge, an individual can dispute an administrative penalty with a screening or hearing officer.

AMPS Offences and Penalties

Offence	Penalty
Advertising or promoting Short-term Rental Accommodation without a valid licence number	\$1,000
Operating Short-term Rental Accommodation without a licence	\$1,000
Failure to display a licence	\$100
Failure to provide updated information	\$100
Operating STR without conforming to	\$400

applicable laws	
Failure to display fire safety protocol	\$400
Failure to include licence number in advertisement or promotion	\$700
Non-availability of contact person	\$100
Obstruction of Director or officer	\$400

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Email: CitizensFirst@stcatharines.ca, Tel: [905.688.5600](tel:905.688.5600), TTY: Type [711](tel:711) for the operator

By [GHD Digital](https://www.govstack.com) (<https://www.govstack.com>).

THIS IS EXHIBIT " Q" TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

Exhibit Q

Link to access video - <https://ln5.sync.com/dl/8ae2d7260#wukbgxi5-mjvb2782-rbtychuq-ttk4gc4u>

THIS IS EXHIBIT "R" TO
THE AFFIDAVIT OF LAUREL SUZANNE DUQUETTE
SWORN before me remotely by
LAUREL SUZANNE DUQUETTE, stated as being located
In the City of Toronto,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET**BY-LAW NO. 027-2019**

AS AMENDED BY BY-LAW NO. 079-2019, 005-2020, 013-2020, 017-2021, 042-2021, 017-2022, 026-2022, 030-2022, 027-2023

Being a by-law to Establish an Administrative Monetary Penalty System
for Non-Parking Related Offences

WHEREAS section 434.1 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended (Municipal Act, 2001) provides that, a municipality may 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 this Act; and

WHEREAS section 434.1 (2) of the Municipal Act, 2001, provides that the purpose of a system of administrative penalties established by a municipality under this section shall be to assist the municipality in promoting compliance with its by-laws; and,

WHEREAS Section 15.4.1 of the Building Code Act, 1992 as amended, authorizes a municipality to pass a by-law that may require a person 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 Building Code Act, 1992, as amended or an order of an officer authorized under 15.2(2) or 15.3, 2017, c.34, Sched. 2, s.10 of the Building Code Act, 1992, as amended; and,

WHEREAS section 434.2 (1) of the Municipal Act, 2001, provides that an administrative penalty imposed by a municipality on a person under section 434.1 constitutes a debt of the person to the municipality; and,

WHEREAS section 391 (1) of the Municipal Act, 2001, provides that without limiting sections, 9, 10 and 11, those sections authorize a Municipality to impose fees or charges on persons; and,

WHEREAS the Council of the Corporation of the Township of Wainfleet considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through an administrative penalty system;

NOW THEREFORE the Council of the Corporation of the Township of Wainfleet enacts as follows

1. Definitions

- 1.1. In this by-law:
- 1.2. "Administrative Fee" shall mean any fee specified in this by-law or reference to fees in a designated by-law listed in Schedule "B" of this by-law.
- 1.3. "Administrative Penalty" shall mean a penalty established and approved by Council for a contravention of a Designated By-law.

-
- 1.4. "AMPS" shall mean Administrative Monetary Penalty System.
- 1.5. "Council" shall mean the Council of the Corporation of the Township of Wainfleet.
- 1.6. "Day" shall mean any calendar day.
- 1.7. "Designated By-law" shall mean a by-law, or a part or provision of a by-law, that is designated under this or any other by-law, and is listed in the attached Schedule "A", to which this AMPS by-law applies.
- 1.8. "Electronic Mail" shall refer to email, and the two terms shall be used interchangeably.
- 1.9. "Hearing Decision" shall mean written notice of decision made by a Hearing Officer.
- 1.10. "Hearing Officer" shall mean a person who performs the duties of Hearing Officer as set out in section 5 of this by-law, and pursuant the Township's Screening and Hearing Officer By-law.
- 1.11. "Holiday" shall mean a Saturday, Sunday, any statutory holiday in the Province of Ontario or any Day the Municipal Office of the Township of Wainfleet is officially closed to the public.
- 1.12. "Late Payment Fee" means any Administrative Fee that is past the prescribed times as listed in Schedule "B" of this by-law.
- 1.13. "NSF Fee" shall mean an added fee as stated in Schedule "B" of this By-law for payment received for an Administrative Penalty for which there are insufficient funds available in the account.
- 1.14. "Non-Appearence Fee" shall mean a fee stated in Schedule "B" of this by-law in respect to a person's failure to appear at a scheduled Hearing or Screening Review.
- 1.15. "Officer" shall mean:
- i. a police officer employed by the Royal Canadian Mounted Police (RCMP), Ontario Provincial Police (OPP) or Niagara Regional Police Service (NRPS);
 - ii. a Provincial Offences Officer of the Township or other person appointed by or under the authority of a Township by-law to enforce Townshisp by-laws including, but not limited to, an appointed By-law Enforcement Officer for the Township of Wainfleet or an employee of the Ontario Society for the Prevention of Cruelty of Animals (OSPCA).

- 1.16. "Penalty Notice" shall mean a notice given to a Person pursuant to section 3 of this AMPS by-law.
- 1.17. "Penalty Notice Date" shall mean the date the contravention specified on the Penalty Notice, in accordance with section 3 of this by-law.
- 1.18. "Penalty Notice Number" shall mean a reference number that is specified on the Penalty Notice that is unique to that Penalty Notice only.
- 1.19. "Person" includes an individual or business name, sole proprietorship, corporation, partnership, or limited partnership, or an authorized representative thereof.
- 1.20. "Request for Review by a Hearing Officer" shall mean the request that may be made in accordance with section 5 of this by-law for review of a Screening Decision.
- 1.21. "Review by Hearing Officer" or "Hearing Review" shall mean the process set out in section 5 of this by-law.
- 1.22. "Review by Screening Officer" or "Screening Review" shall mean the process set out in section 4 of this by-law.
- 1.23. "Screening Decision" shall mean written notice of decision made by a Screening Officer.
- 1.24. "Screening Officer" shall mean a person who performs the functions of a of Screening Officer in accordance with section 4 of this By-law and pursuant to the Township's Screening and Hearing Officer By-law.
- 1.25. "Township" shall mean The Corporation of the Township of Wainfleet.

2. Application of this By-Law

- 2.0 The Township's by-laws, or portions of Township by-laws, listed in the attached Schedule "A" of this By-law shall be Designated By-laws for the purposes of sections 102.1 and 151 of the Municipal Act and paragraph 3(1)(b) of the Regulation.
- 2.1 Schedule "B" of this By-law shall set out Administrative Fees imposed for the purposes of this By-law.

3. Penalty Notice

- 3.0 Every Person in contravention of a Designated By-law shall upon issuance of a Penalty Notice be liable to pay the Township an Administrative Penalty.
- 3.1 An Officer who has reason to believe that a Person has contravened any Designated By-law may issue a Penalty Notice as soon as reasonably practicable.

3.2 A Penalty Notice may include the following information:

- (a) Municipal Address;
- (b) Penalty Notice Date;
- (c) Penalty Notice Number;
- (d) name of the Person;
- (e) details of the Designated By-law infraction including short form wording or other particulars reasonably sufficient to indicate the contravention;
- (f) the date on which the Administrative Penalty is due and payable;
- (g) Officer name, Officer ID number, and signature of Officer;
- (h) process for a person to exercise their right to a Screening Review
- (i) the amount of the Administrative Penalty
- (j) statement that an unpaid Administrative Penalty including any applicable fee will constitute a debt of that Person to the Township of Wainfleet, unless cancelled pursuant to the Screening or Hearing process

3.4 No Officer may accept payment of an Administrative Penalty or Administrative Fee.

3.5 A Person who is served with a Penalty Notice and who does not pay the amount of the Administrative Penalty on or before the date on which the Penalty Notice is due and payable, shall also pay the Township any applicable Administrative Fee(s).

4. Review by Screening Officer

4.0 A Person who is served with a Penalty Notice may request that the Administrative Penalty be reviewed by a Screening Officer and shall do so on or before the date on which the Administrative Penalty is due and payable, and in accordance with the process set out in Section 4.3.

4.1 If a Person has not requested a Screening Review on or before the date on which the Administrative Penalty is due and payable, the Person may request that the Screening Officer extend the time to request a Screening Review to a date that is no later than forty-five (45) days after the Penalty Notice Date, in accordance with the process set out in Section 4.3.

4.2 A Person's right to request an extension of time for a Screening Review expires if it has not been exercised on or before forty-five (45) days after the Penalty Notice Date, at which time:

- (a) the Person shall be deemed to have waived the right to request a Screening

Review or request an extension of time for a Screening Review; and,

- (b) the Administrative Penalty shall be deemed to be confirmed on the sixteenth (16th) day following the Penalty Notice Date; and,
 - (c) the Administrative Penalty shall not be subject to any further review, including a review by any Court.
- 4.3 A Person's Request for Review by Screening Officer or request for an extension of time to request a Screening Review are exercised by:
- (a) a submission in writing to the Screening Officer of a Request for Review by Screening Officer or request for an extension of time to request a Screening Review; or (b) calling the telephone number listed on the Penalty Notice to make a Request for Review by Screening Officer or to request an extension of time to request a Screening Review.
- 4.4 A Request for Review by Screening Officer of an Administrative Penalty or a request for an extension of time to request a Screening Review shall include the Penalty Notice Number and the Person's contact information.
- 4.5 A Request for Review by Screening Officer or a request for an extension of time to request a Screening Review shall only be scheduled if the Person makes the request on or before the dates established by Sections 4.0 or 4.1 of this By-law.
- 4.6 On a request for an extension of time to request a Screening Review, the Screening Officer may only extend the time to request a Screening Review where the Person demonstrates, on a balance of probabilities, the existence of extenuating circumstances that warrant the extension of time.
- 4.7 Where an extension of time to request a Screening Review is not granted by the Screening Officer, the Administrative Penalty and any applicable Administrative Fee(s) are deemed to be confirmed.
- 4.8 Where a Person fails to attend at the time and place scheduled for a Screening Review of an Administrative Penalty:
- (a) the Person shall be deemed to have abandoned the request for a Screening Review of the Administrative Penalty;
 - (b) the Administrative Penalty as set out in the Penalty Notice shall be deemed to be confirmed on the sixteenth (16th) day following the Penalty Notice Date;
 - (c) the Administrative Penalty shall not be subject to any further review, including a review by any Court; and
 - (c) the Person shall pay to the Township a Screening Non-appearance Fee and any other applicable Administrative Fee(s).

4.9 On a review of an Administrative Penalty, the Screening Officer may:

- (a) affirm the Administrative Penalty; or
- (b) cancel or reduce the Administrative Penalty or extend the time for payment of the Administrative Penalty, including any Administrative Fee(s), on the following grounds:
 - (i) where the Person establishes on the balance of probabilities that they did not contravene the Designated By-law(s) as described in the Penalty Notice; or
 - (ii) where the Person establishes on a balance of probabilities that the cancellation, reduction or extension of time for payment of the Administrative Penalty, including any Administrative Fee(s), is necessary to relieve any undue hardship.

4.10 On a Screening Review of an Administrative Penalty, before making a decision, a Screening Officer shall conduct an interview with the Person.

4.11 After a Review by Screening Officer, the Screening Officer shall deliver a Screening Decision to the Person, in accordance with Section 6 of this By-law.

4.12 A Screening Officer has no authority to consider questions relating to the validity of a statute, regulation or by-law or the constitutional applicability or operability of any statute, regulation or by-law.

5. Review by Hearing Officer

5.0 A Person may Request a Review by Hearing Officer during the Screening Review.

5.1 If a Person has not made a Request for Review by Hearing Officer at the time of the Screening Review, the Person may make a Request for Review by Hearing Officer before the due and payable date for the Administrative Penalty listed on the Screening Decision.

5.2 The Person's right to Request for Review by Hearing Officer expires if it has not been exercised on or before the due and payable date for the Administrative Penalty listed on the Screening Decision, at which time:

- (a) the Person shall be deemed to have waived the right to Request for Review by Hearing Officer;
- (b) the Screening Decision and the Administrative Penalty and any Administrative Fee(s), if applicable, as modified in the Screening Decision, shall be deemed to be confirmed; and
- (c) the Screening Decision and Administrative Penalty shall not be subject to any

further review, including a review by any Court.

5.3 A Person's Request for Review by Hearing Officer is exercised by:

- (a) a submission in writing to the Township for a Request for Review by Hearing Officer or request for an extension of time to request a Hearing; or
- (b) attending in person at the location listed on the Screening Decision to make Request for Review by Hearing Officer or request an extension of time to request a Hearing; or
- (c) calling the telephone number listed on the Screening Decision to make a Request for Review by Hearing Officer or request an extension of time to request a Hearing.

5.4 A Request for Review by Hearing Officer shall only be scheduled if the Person makes the request within the time limits set out in sections 5.0 or 5.1 of this By-law.

5.5 Where a Person fails to appear at the time and place scheduled for a Hearing:

- (a) the Person shall be deemed to have abandoned the Hearing for review of a Screening Decision;
- (b) the Screening Decision and the Administrative Penalty and any Administrative Fee(s) shall be deemed to be confirmed;
- (c) the Screening Decision and the Administrative Penalty and any Administrative Fee(s) shall not be subject to any further review, including a review by any Court; and
- (d) the Person shall pay to the Township a Hearing Non-appearance Fee, Late Payment Fee and any other applicable Administrative Fee(s).

5.6 On a review of a Screening Decision, the Hearing Officer may:

- (a) confirm the Screening Decision; or
- (b) cancel or reduce the Administrative Penalty or extend the time for payment of the Administrative Penalty, including any Administrative Fee(s), on the following grounds:
 - (i) where the Person establishes on a balance of probabilities that they did not contravene the Designated By-law(s) as described in the Penalty Notice; or
 - (ii) where the Person establishes on a balance of probabilities that the cancellation, reduction or extension of time for payment of the Administrative Penalty, including any Administrative Fee(s), is

necessary to relieve any undue hardship.

- 5.7 A Hearing Officer shall not make any decision respecting a review of a Screening Decision unless the Hearing Officer has given the Person and a representative of the Township an opportunity to be heard at the time and place scheduled for the Hearing.
- 5.8 All Hearings by a Hearing Officer shall be conducted in accordance with the Statutory Powers and Procedures Act, R.S.O. 1990, c. S.22, as amended.
- 5.9 A Hearing Officer has no authority to consider questions relating to the validity of a statute, regulation or by-law or the constitutional applicability or operability of any statute, regulation or by-law.
- 5.10 After a Hearing is complete, the Hearing Officer shall deliver to the Person a Hearing Decision, in accordance with Section 6 of this By-law.
- 5.11 The decision of a Hearing Officer is final.

6. Service of Documents

- 6.0 The service of any document, notice or decision, including a Penalty Notice, pursuant to this By-law, when served in any of the following ways, is deemed effective:
 - (a) immediately, when a copy is personally delivered to the Person to whom it is addressed;
 - (b) on the seventh (7th) Day following the date a copy is sent by registered mail or by regular mail to the Person's last known address;
 - (c) immediately upon the conclusion of a copy by facsimile transmission to the Person's last known facsimile transmission number; or
 - (d) immediately upon sending a copy by electronic mail to the Person's last known electronic mail address.
- 6.1 For the purposes of subsections 6.0 (b), (c) and (d) of this By-law, a Person's last known address, facsimile number, and electronic mail address includes an address, facsimile number 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.

7. Administration

- 7.0 The Clerk shall administer this By-law and establish any additional practices, policies and procedures necessary to implement this By-law and may amend such practices, policies and procedures from time to time as the Clerk deems necessary, without amendment to this By-law.
- 7.1 The Clerk shall prescribe all forms and notices, including the Penalty Notice,

necessary to implement this By-law and may amend such forms and notices from time to time as the Clerk deems necessary, without amendment to this By-law.

- 7.2 An Administrative Penalty, including any Administrative Fee(s), that is confirmed or reduced, or in respect of which the time for payment has been extended, remaining unpaid after the date when it is due and payable, constitutes a debt to the Township owed by the Person.
- a) Pursuant to Section 434.2(2) of the Municipal Act, where an administrative penalty is imposed under the Municipal Act remain unpaid after the day that it becomes due and payable, as specified in the Penalty Notice, the administrative penalty shall be added to the tax roll for any property in the local municipality for which all of the owners are responsible for paying the administrative penalty, and collected it in the same manner as municipal taxes.
- ~~(a) Pursuant to subsections 398 (1) and (2) of the Municipal Act, where an Administrative Penalty, including any Administrative Fees(s) remain unpaid after the final date on which it is payable as specified in the Penalty Notice, the Administrative Penalty, including any Administrative Fees(s) shall be deemed to be unpaid taxes and the outstanding amount shall be added to the tax roll and collected in the same manner as municipal taxes.~~
- 7.3 Where an Administrative Penalty is not paid by the date on which the Administrative Penalty is due and payable, the Person shall pay to the Township a Late Payment Fee, in addition to the Administrative Penalty and any applicable Administrative Fee(s).
- 7.4 Where a Person makes payments to the Township of any Administrative Penalty, Administrative Fee(s) or Late Payment Fee(s), by negotiable instrument, for which there are insufficient funds available in the account on which the instrument was drawn, the Person shall pay to the Township the NSF Fee set out Schedule "B" of this By-law.
- 7.5 Where an Administrative Penalty is cancelled by a Screening Officer or Hearing Officer, any Administrative Fee(s) are also cancelled.
- 7.6 Any time limit that would otherwise expire on a Holiday is extended to the next day that is not a Holiday.
- 7.7 A Person claiming financial hardship under this By-law shall provide documented proof of the financial hardship to the Clerk, the Screening Officer or the Hearing Officer, as applicable.
- 7.8 Any schedule attached to this By-law forms part of this By-law.

8. Severability

- 8.0 Should any provision, or any part of a provision, of this By-law be declared invalid, or

to be of no force and effect, by a court of competent jurisdiction, it is the intent of Council that such a provision, or part of a provision, shall be severed from this Bylaw, and every other provision of this By-law shall be applied and enforced in accordance with its terms to the extent possible according to law.

9. Short Title

10.0 This By-law may be referred to as the AMPS By-law for Non-Parking Offences.

10. Effective Date

11.0 This By-law shall come into force and effect on the day of its passing.

BY-LAW READ A FIRST TIME THIS 9th DAY OF APRIL, 2019.

BY-LAW READ A SECOND TIME THIS 9th DAY OF APRIL, 2019.

BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 9th DAY OF APRIL, 2019.

K. Gibson

W. Kolasa, Clerk

SCHEDULE “A”

Administrative Monetary Penalty By-law for Non-Parking Offences

DESIGNATED BY-LAWS

Designated By-law	By-law Number
Animals at Large	008-2018
Building	027-2012
Clean Yards	016-2021
Discharge of Firearms	025-2013
Dog Control	014-2016
Entry onto Adjoining Lands	027-2011
Exotic Animal	011-2018
Fence	012-2020
Fireworks	021-2007
Fouling of Roads	041-2021
Medical Marijuana Facilities	057-2017
Noise	028-2022
Open Air Burning	011-2020
Property Standards	059-2000
Public Nuisance	022-2009
Short-Term Rental	026-2023
Site Alteration By-law	025-2022

SCHEDULE “B”

Administrative Monetary Penalty System By-law

Administrative Fees

The table below lists the Administrative Fees as defined in Section 1.0 of this By-law

Administrative Fee Description	Fee Amount
Late Payment Fee	\$25.00
NSF Fee	\$30.00
Screening Non-Appearance Fee	\$100.00
Hearing Non-Appearance Fee	\$250.00
NOTE: Fees listed in Schedule “B” to this By-law will be subject to Harmonized Sales Tax (H.S.T) where applicable.	

ONTARIO SUPERIOR COURT OF JUSTICE	
Action commenced at Welland	
	AFFIDAVIT
	JURIANSZ & LI Barristers & Solicitors 5700 Yonge St., Suite 1100 Toronto, ON, M2M 4K2 H. Keith Juriansz – LSO#16869N Tel: 416-226-2342 Email: Info@Jurianszli.com Lawyers for the Applicant

Court File No.: CV-24-00014987-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N

WAINFLEET ASSOCIATION OF RESPONSIBLE STRs

Applicant

-and-

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

Respondent

AFFIDAVIT OF SCOTT WILLIAM WILSON

I, **SCOTT WILLIAM WILSON**, of the Township of Wainfleet in the Province of Ontario, MAKE OATH AND SAY AND FOLLOWS:

1. I am a co-owner of a property consisting of two homes located in the Town of Wainfleet (the "Township"), municipally known as 11829 & 11831 Lakeshore Road, Wainfleet, Ontario (the "Property"). My wife, Joanne Wilson ("Joanne"), is the other co-owner of the Property. I am also a member of the Applicant corporation, Wainfleet Association of the Responsible STRs, and as such, I have personal knowledge of the facts set out herein, except where otherwise stated to be based on information and belief, in which case I have identified the source and believe such information to be true.
2. In the summers of 2022 and 2023, I rented out the Property using Airbnb, an online marketplace for short-and long-term homestay accommodations. In the summer of 2023, I accepted two reservations for April 2024 and one for July 2024 through Airbnb, along with an additional private booking for July (collectively, the

"Reservations"). At the time, Joanne and I resided in Burlington, Ontario. However, having since decided to sell our home in Burlington and permanently relocate to the Property in May 2024, we no longer intended to rent it out once the above-noted existing contracts were fulfilled.

3. On or about March 26, 2024, I received an Order, dated March 7, 2024 (the "Order"), notifying me that, *inter alia*, the Property was not in compliance with the Township's Short-Term Rental By-law (the "STR By-law"). The Order stated that since we were advertising and operating a short-term rental without a licence, we were in violation of the STR By-law.
4. The Order required us to take the following actions:
 - a. Remove all advertisements for each dwelling unit on the Property by April 4, 2024 - which I did immediately; and
 - b. Either apply for a valid STR Licence by April 4, 2024, or submit an application for a pre-consultation for a Zoning By-law Amendment.

Attached hereto as [Exhibit "A"](#) is a copy of the Order.

5. On April 1, 2024, I informed the Township via email that I was no longer advertising or renting the Property. However, given that I had already accepted bookings in the previous year, I intended to honour the existing Reservations to avoid potential legal and financial consequences arising from abrupt cancellations.

6. Additionally, I provided the Township with details of the Reservation and expressed my interest in seeking a zoning amendment, a request which was unrelated to the Reservations.
7. In or about April 2024, Joanne and I received a letter from the Township, dated April 9, 2024 along with four AMPs for alleged violations of the STR By-law in April 2024. The AMPs totaled \$50,000 and were payable within 20 days. Additionally, through the letter, the Township threatened to impose penalties for each day that we are not in compliance. Attached hereto as [Exhibit "B"](#) is a copy of the package received including the Township's letter and the four AMPs. The excessive nature of these penalties was undoubtedly both punitive and unreasonable.
8. On or about April 19, 2024, I contacted the Township's senior By-law officer, Mark Tardiff ("Tardiff"), to discuss disputing the AMPs. I was advised by Tardiff and I do verily believe, that my only recourse was to request a Screening Review for each AMP issued. During our conversation, I felt that his tone was aggressive, and I was warned that if the fines remained unpaid, the Township would add the AMPs to my property tax bill, and it would then seize the Property in the event the AMPs remained unpaid.
9. Following this, Joanne and I submitted Screening Review requests for each AMP issued. While my intent was to request a telephone review for all AMPs, I later realized that I had inadvertently selected a written review for one of the AMPs. Furthermore, after submitting my requests, I did not receive any confirmation

from the Township about the Screening Review requests, leaving me unaware that I had mistakenly chosen a written review for one AMP.

10. On April 22, 2024, the Township unilaterally scheduled the telephone Screening Reviews for three of the AMPs for April 25, 2024. Given the substantial financial impact of the AMPs, I intended to secure legal representation; however, the short notice made it impossible to retain counsel in time. Attached hereto and marked as [Exhibit “C”](#) is a copy of the email confirmation relating to the telephone screening review and follow up email conversations.
11. On April 22, 2024, I received a decision for the AMP that I had inadvertently submitted for a written review. The Township upheld the AMP without giving me any opportunity to explain how the AMP was improper. Attached hereto and marked as [Exhibit “D”](#) is a copy of the email containing the decision of the written screening review. Attached hereto and marked as [Exhibit “E”](#) is a copy of the Township’s decision on the written Screening Review, dated April 22, 2024.
12. I immediately raised concerns about this decision and requested to reschedule the telephone screening review of the three AMPs which were set to return for a telephone screening review on April 25, 2024. My requests were summarily denied.
13. On April 25, 2024, the Township failed to initiate the scheduled telephone screening review, and neither I nor Joanne received a call from the Screening Officer.

14. On or about April 26, 2024, I was informed that, due to my "non-appearance" at the scheduled telephone screening review, which the Township never initiated, the remaining three AMPs were deemed abandoned. Additionally, a \$100 fee for "non-appearance" was added, bringing the outstanding AMP total to approximately \$35,300. Attached hereto as [Exhibit "F"](#) is a copy of the Township's decision on the telephone Screening Review of one of the AMPs. I did not receive copies of the Township's decision on the telephone Screening Review of the other two AMPs.
15. In or about August 2024, we received a Reminder Notice, dated August 9, 2024 from the Township indicating that the AMPs had been added to our property taxes. Attached hereto as [Exhibit "G"](#) is a copy of the Reminder Notice, dated August 9, 2024.
16. Meanwhile, on April 24, 2024, Township's By-law officer, Cory Guttin ("Guttin") emailed me, claiming that another inspection showed the Property had been rented a third time, and he threatened an additional fine of \$20,000 per owner per day of non-compliance. Additionally, the Township again threatened to impose penalties for each day Joanne, and I were not in compliance. Attached hereto as [Exhibit "H"](#) is a copy of Guttin's email, dated April 23, 2024.
17. On May 2, 2024, I met with Mallory Luey, the Township's COO, to discuss the punitive nature of the AMPs and propose a settlement. Guttin also attended this meeting. Subsequently, I was informed via email that the AMPs would not be reduced, as the STR By-laws did not provide a mechanism for such relief.

Furthermore, because of my alleged "non-appearance" at the telephone screening review, the AMPs were deemed final with no further review available. Attached hereto as [Exhibit "I"](#) is a copy of the email from Guttin, dated May 6, 2024.

18. On May 6, 2024, I requested a Hearing Review for the AMP upheld on April 24, 2024 and for which I had inadvertently applied for a written screening review. Despite the compelling arguments with respect to the financial hardship that the AMPs has caused me, the virtual Hearing Review only resulted in a reduction of the fine from \$15,000 to \$2,500 but was not revoked. Attached hereto as [Exhibit "J"](#) is a copy of the Hearing Review decision.

19. On July 26, 2024, Joanne and I received notices of two additional AMPs totaling \$40,000 for an alleged further violation of the Order/STR By-law. What was particularly shocking was that we were each issued separate penalties of \$20,000 for the same alleged violation. It goes without saying that this decision was outrageous, let alone the excessive and punitive nature of the penalty itself. As expected, these AMPs were upheld during the Screening Review, bringing the total amount of outstanding AMPs against us to \$90,300. Attached hereto and marked as [Exhibit "K"](#) are copies of the AMPs received in July 2024.

20. I requested a Hearing Review for these additional AMPs, which was initially scheduled for December 2024. However, the hearing did not take place, and a new date was never scheduled.

21. Additionally, the Township has consistently threatened Joanne and me with the imposition of additional penalties and fines on a daily basis for alleged non-compliance with the Order and the STR By-law.
22. Given that the Reservations were made before the STR By-law came into effect, it was unreasonable to penalize us for honouring them, especially when, abrupt cancellations of the Reservations were not feasible due to contractual obligations through Airbnb and the same was conveyed to the Township.
23. The AMPs imposed on Joanne and me, totaling over \$90,000 plus interest, are undeniably excessive and punitive. The threat of daily accumulating penalties, especially without a cap, is unreasonable and unjust. The Screening and Hearing Review mechanisms lack genuine oversight and appear to be designed solely to uphold unfair penalties.
24. Joanne and I have a family of six, including four children, one of whom is disabled. The evidence presented during the Screening and Hearing review demonstrated that we are financially responsible for our children, yet our income is insufficient to sustain our household. Additionally, the rental business has not recovered since COVID-19, and my personal income for the financial year 2023 was negative. Joanne's income alone is inadequate to cover all our expenses, highlighting the financial hardship caused by the AMPs imposed on us. Despite clear evidence of our financial difficulties, the AMPs issued against Joanne and me were not revoked. Furthermore, the licensing procedure mandated by the STR By-law is

both burdensome and costly, making it nearly impossible to generate a profit from our rental business.

25. I firmly believe that the entire STR By-law regime is designed to penalize Township residents hosting renters, just like myself, rather than genuinely regulate short-term rentals within the Township.

26. The licensing process under the STR By-law imposes excessively stringent terms and conditions. Renters are required to make unnecessary and costly modifications to their rental units, creating a significant burden. Additionally, obtaining a license is expensive and disproportionate to the income that the Property would ideally generate from short-term rentals.

27. I make this affidavit in support of the within application and for no other improper purpose.

SWORN remotely by Scott William)
Wilson of the Town of Wainfleet in)
the Province of Ontario, stated as being)
located in the City of Kawartha Lakes,)
before me at the City of Toronto in the)
Province of Ontario, on the 14th day of)
March in 2025 in accordance with)
O.Reg. 431/20, Administering Oath or)
Declaration Remotely.)



Commissioner for taking oaths. etc)

Scott Wilson

 **SCOTT WILLIAM WILSON** PDF
0FEF8C49-44C9-480E-93AC-3D38BB2773CB

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

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THIS IS EXHIBIT "A " TO
THE AFFIDAVIT OF SCOTT WILLIAM WILSON
SWORN before me remotely by
SCOTT WILLIAM WILSON, stated as being located
In the City of Kawartha Lakes,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely

A handwritten signature in blue ink, appearing to read "Akshay Sandhir", is written over a light blue rectangular background.

A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



ORDER

Pursuant to section 8 of the Municipal Act, 2001, S.O. 2001, c. 25 ("Municipal Act, 2001" or "the statute") and BY-LAW NO. 026-2023 Being a By-Law to Licence and Regulate Short-Term Rentals in the Township of Wainfleet.

Short-Term Rental Licensing File No. STR-015-2024

ORDER ISSUED TO:	Municipal Address to Which Order Applies:
Joanne Wilson	11829 Lakeshore Rd
Scott Wilson	
11829 Lakeshore Road	Wainfleet, ON
Wainfleet, ON L0S 1V0	ROLL # 271400000426300

An Inspection on or about **March 07, 2024** of your property, indicated the property does not comply with the standards prescribed by the Township of Wainfleet's Short-Term Rental By-Law No. 026-2023, specifically:

ITEM#	STANDARD (Short-Term Rental By-Law Provision)	REQUIRED WORK
1.	4.3. No Person shall operate a Short-Term Rental Unit without holding a current and valid Licence issued in accordance with this By-law. For greater certainty, in the event that a Property contains more than one Dwelling Unit to be used as a Short-Term Rental Unit, each Dwelling Unit shall be considered a separate Short-Term Rental Unit for which a current and valid Licence is required.	Apply and obtain Short-Term Rental Licenses on or before April 04, 2024 for each dwelling unit. Or Apply for a pre-consultation for a Zoning By-Law Amendment Application and successfully obtain appropriated designation of Resort Recreational Commercial (C3) zone," from the Township.
2.	4.4. No Person shall advertise a Short-Term Rental Unit without a Licence or for which a Licence has expired, been revoked or is under suspension.	Remove all advertising for each dwelling unit(s) on the property on or before April 04, 2024.

You, as the Owner / Occupant of the property, are ordered to carry out the work as set out above by **April 04, 2024**. When this date has expired, a re-inspection will occur.

THIS IS EXHIBIT " B" TO
THE AFFIDAVIT OF SCOTT WILLIAM WILSON
SWORN before me remotely by
SCOTT WILLIAM WILSON, stated as being located
In the City of Kawartha Lakes,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely

A handwritten signature in blue ink, appearing to read "Akshay Sandhir", is written over a light blue rectangular background.

A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



Short-Term Rental Licensing
& By-Law Enforcement Office
31940 Highway 3, PO Box 40,
Wainfleet ON L0S 1V0
T. 905-899-3463 x294
E. str@wainfleet.ca

April 09, 2024

Joanne Wilson
Scott Wilson
11829 Lakeshore Road
Wainfleet, ON L0S 1V0

Re: Non-Compliance with Short-Term Rental Order No. STR-015-2024, continuing non-compliance

Please be advised that non-compliance with the above noted Order has resulted in the Township of Wainfleet's Administrative Monetary Penalty Notice **A- 0606 & A-0607**. Please note that the Administrative Penalty Notice is payable upon receipt and may be collected in the same manner as property taxes, if unpaid.

Order No. STR-013-2024 was issued March 07, 2024 with a compliance date of April 04, 2024. As per made email correspondence with Scott Wilson on April 03, 2024 reiterating the Order included operate and advertise Short-Term Rentals. An investigation led to evidence of renters at 11829 Lakeshore Road on April 07, 2024.

Each property owner on title will receive a penalty notice. Municipal Act, 2001 subsection 434.2(2) states that **all** owners are responsible for paying the administrative penalty. Be advised, the Township may hold you responsible via penalties for **each** day you are not in compliance. Subsequent investigations will lead to penalty notice for every day the property is in violation.

We look forward to your prompt resolution of these issues so that no further action is required by the Township of Wainfleet.

Yours truly.

Cory Guttin
STR Licensing &
Municipal Law Enforcement Officer
Township of Wainfleet
Email: cguttin@wainfleet.ca
P: 905-899-3463 Ext. 294

**ADMINISTRATIVE PENALTY NOTICE
For Non-Parking Offences**

297

Corporation
of the Township
of Wainfleet



Municipal Act, 2001
A-0606

Date: 04 / 07 / 2024 am
Time: 1:31 pm

Joanne Wilson

"Person" as defined

11829 Lakeshore Rd Wainfleet, Ontario.
Address / Roll # / Legal Description

I, C. Guttin, BELIEVE FROM MY PERSONAL KNOWLEDGE
AND CERTIFY THAT ON THE DATE SHOWN, A CONTRAVENTION OF A
DESIGNATED BYLAW HAS OCCURED.

DESIGNATED BYLAWS, as Amended

Animals at Large	Building	Clean Yards
Discharge of Firearms	Dog Control	Entry onto Adjoining Lands
Exotic Animal	Fence	Fireworks
Fouling of Roads	Noise	Open Air Burning
Property Standards	Public Nuisance	Medical Marijuana Licensing
<u>Short-Term Rentals</u>		

Short Form Wording

Operate Short-Term Rental
unit without Valid License

Administrative Penalty (Sec # / \$ Amount)

4.3 / \$10,000.00

☐ OTHER

Payment Due Date: May 07, 2024

Fifteen (15) Days from date of service. If not paid you will be
deemed not to dispute the Penalty. You will be subject to additional
administrative fees, if still not paid; fees will be added to the
Municipal Taxes.

[Signature]
Signature of Issuing Officer

014
Officer Number

SEE REVERSE FOR PAYMENT OR DISPUTE OPTIONS

**IMPORTANT
PLEASE READ CAREFULLY**

By the payment due date stated on the front of this Notice, **YOU** must choose only one of the following options. Complete the selected option (sign where necessary) and deliver it (and payment where applicable) to the Municipality to which the notice was issued in. (the municipalities address is listed below this statement.) You can either mail the notice and payment in, place it in the Municipalities drop box, or pay it in person.

Township of Wainfleet
31940 Highway 3, P.O Box 40
Wainfleet Ontario
L0S 1V0
(905) 899-3463

Option 1: Voluntary Payment

I do not dispute the penalty and enclose / pay the amount of
the penalty indicated on the front of this Notice.

Signature

Date

Please ensure the number of the Penalty Notice is written on the cheque or money order. Municipality is not responsible for late payments or Administrative Fees added to Municipal taxes due to payments made by cheque or money order without containing the Penalty Notice number.

Dishonoured or NSF cheques will be subject to additional
administrative charges.

Post dated and partial payments are **NOT** accepted.

Credit Cards are not accepted.

Option 2: Dispute Option

To dispute the Penalty, you **MUST** schedule a Screening Review by a Screening Officer. To do this please call or attend in person at the above address **On or Before** the payment due date during the Municipalities regular business hours.

An administrative penalty will, unless cancelled or reduced pursuant to the review and appeal process, constitute a debt from the person to the Municipality.

ADMINISTRATIVE PENALTY NOTICE
For Non-Parking Offences

299

Corporation
of the Township
of Wainfleet



Municipal Act, 2001
A-0607

Date: 04 / 07 / 2024

am
Time: 1:33 pm

Scott Wilson
"Person" as defined

11879 Lakeshore Rd Wainfleet, Ontario.
Address / Roll # / Legal Description

I CGuttin BELIEVE FROM MY PERSONAL KNOWLEDGE
AND CERTIFY THAT ON THE DATE SHOWN, A CONTRAVENTION OF A
DESIGNATED BYLAW HAS OCCURED.

DESIGNATED BYLAWS, as Amended

Animals at Large	Building	Clean Yards
Discharge of Firearms	Dog Control	Entry onto Adjoining Lands
Exotic Animal	Fence	Fireworks
Fouling of Roads	Noise	Open Air Burning
Property Standards	Public Nuisance	Medical Marijuana Licensing
<u>Short-Term Rentals</u>		

Short Form Wording

Operate Short-Term Rental
unit without Valid Licence

Administrative Penalty (Sec # / \$ Amount)

4.3 / \$10,000.00

☐ OTHER

Payment Due Date: May 07, 2024

Fifteen (15) Days from date of service. If not paid you will be
deemed not to dispute the Penalty. You will be subject to additional
administrative fees, if still not paid; fees will be added to the
Municipal Taxes.

CG
Signature of Issuing Officer

014
Officer Number

SEE REVERSE FOR PAYMENT OR DISPUTE OPTIONS

**IMPORTANT
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Township of Wainfleet
31940 Highway 3, P.O Box 40
Wainfleet Ontario
L0S 1V0
(905) 899-3463

Option 1: Voluntary Payment

I do not dispute the penalty and enclose / pay the amount of
the penalty indicated on the front of this Notice.

Signature

Date

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An administrative penalty will, unless cancelled or reduced pursuant to the review and appeal process, constitute a debt from the person to the Municipality.



Short-Term Rental Licensing
& By-Law Enforcement Office
31940 Highway 3, PO Box 40,
Wainfleet ON L0S 1V0
T. [905-899-3463](tel:905-899-3463) x294
E. str@wainfleet.ca

April 16, 2024

Joanne Wilson
Scott Wilson
11829 Lakeshore Road
Wainfleet, ON L0S 1V0

Re: Non-Compliance with Short-Term Rental Order No. **STR-015-2024**, continuing non-compliance

Please be advised that non-compliance with the above noted Order has resulted in the Township of Wainfleet's Administrative Monetary Penalty Notice **A-0610 & A-0611**. Please note that the Administrative Penalty Notice is payable upon receipt and may be collected in the same manner as property taxes, if unpaid.

Order No. STR-015-2024 was issued March 07, 2024 with a compliance date of April 04, 2024. As per made email correspondence with Scott Wilson on April 03, 2024 reiterating the Order included operate and advertise Short-Term Rentals. An investigation led to evidence of renters at 11829 Lakeshore Road on April 16, 2024.

Each property owner on title will receive a penalty notice. Municipal Act, 2001 subsection 434.2(2) states that **all** owners are responsible for paying the administrative penalty. Be advised, the Township may hold you responsible via penalties for **each** day you are not in compliance. Subsequent investigations will lead to penalty notice for every day the property is in violation.

We look forward to your prompt resolution of these issues so that no further action is required by the Township of Wainfleet.

Yours truly.

Cory Guttin
STR Licensing &
Municipal Law Enforcement Officer
Township of Wainfleet
Email: cguttin@wainfleet.ca
P: 905-899-3463 Ext. 294

**ADMINISTRATIVE PENALTY NOTICE
For Non-Parking Offences**

302

Corporation
of the Township
of Wainfleet



Municipal Act, 2001
A-0610

Date: May 16 / 2024 Time: 3:00 ^{am} ~~pm~~

Joanne Wilson
"Person" as defined

11829 Lakeshore Rd Wainfleet, Ontario.
Address / Roll # / Legal Description

I, CGuttin, BELIEVE FROM MY PERSONAL KNOWLEDGE
AND CERTIFY THAT ON THE DATE SHOWN, A CONTRAVENTION OF A
DESIGNATED BYLAW HAS OCCURED.

DESIGNATED BYLAWS, as Amended

Animals at Large	Building	Clean Yards
Discharge of Firearms	Dog Control	Entry onto Adjoining Lands
Exotic Animal	Fence	Fireworks
Fouling of Roads	Noise	Open Air Burning
Property Standards	Public Nuisance	Medical Marijuana Licensing
<u>Short-Term Rental</u>		

Short Form Wording

Create Short-Term Rental
Unit without valid
Licence

Administrative Penalty (Sec # / \$ Amount)

4.3 / \$ 15,000.00

☐ OTHER

Payment Due Date: May 08, 2024

Fifteen (15) Days from date of service. If not paid you will be
deemed not to dispute the Penalty. You will be subject to additional
administrative fees, if still not paid; fees will be added to the
Municipal Taxes.


Signature of Issuing Officer

014
Officer Number

SEE REVERSE FOR PAYMENT OR DISPUTE OPTIONS

**IMPORTANT
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Township of Wainfleet
31940 Highway 3, P.O Box 40
Wainfleet Ontario
L0S 1V0
(905) 899-3463

Option 1: Voluntary Payment

I do not dispute the penalty and enclose / pay the amount of
the penalty indicated on the front of this Notice.

Signature

Date

Please ensure the number of the Penalty Notice is written on the cheque or money order. Municipality is not responsible for late payments or Administrative Fees added to Municipal taxes due to payments made by cheque or money order without containing the Penalty Notice number.

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Credit Cards are not accepted.

Option 2: Dispute Option

To dispute the Penalty, you **MUST** schedule a Screening Review by a Screening Officer. To do this please call or attend in person at the above address **On or Before** the payment due date during the Municipalities regular business hours.

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**ADMINISTRATIVE PENALTY NOTICE
For Non-Parking Offences**

304

Corporation
of the Township
of Wainfleet



Municipal Act, 2001
A-0611

Date: May 16 / 2024 Time: 3:00 ^{am} _{pm}

Scott Wilson
"Person" as defined

11829 Lakeshore Rd Wainfleet, Ontario.
Address / Roll # / Legal Description

I, C. Guttin, BELIEVE FROM MY PERSONAL KNOWLEDGE
AND CERTIFY THAT ON THE DATE SHOWN, A CONTRAVENTION OF A
DESIGNATED BYLAW HAS OCCURED.

DESIGNATED BYLAWS, as Amended

Animals at Large	Building	Clean Yards
Discharge of Firearms	Dog Control	Entry onto Adjoining Lands
Exotic Animal	Fence	Fireworks
Fouling of Roads	Noise	Open Air Burning
Property Standards	Public Nuisance	Medical Marijuana Licensing
<u>Short-Term Rentals</u>		

Short Form Wording

Operate Short-Term Rental
unit without valid
licence

Administrative Penalty (Sec # / \$ Amount)

43 / \$ 15,000.00

☐ OTHER

Payment Due Date: May 28, 2024

Fifteen (15) Days from date of service. If not paid you will be
deemed not to dispute the Penalty. You will be subject to additional
administrative fees, if still not paid; fees will be added to the
Municipal Taxes.

Signature of Issuing Officer

014
Officer Number

SEE REVERSE FOR PAYMENT OR DISPUTE OPTIONS

**IMPORTANT
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Township of Wainfleet
31940 Highway 3, P.O Box 40
Wainfleet Ontario
L0S 1V0
(905) 899-3463

Option 1: Voluntary Payment

I do not dispute the penalty and enclose / pay the amount of
the penalty indicated on the front of this Notice.

Signature

Date

Please ensure the number of the Penalty Notice is written on the cheque or money order. Municipality is not responsible for late payments or Administrative Fees added to Municipal taxes due to payments made by cheque or money order without containing the Penalty Notice number.

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Post dated and partial payments are **NOT** accepted.

Credit Cards are not accepted.

Option 2: Dispute Option

To dispute the Penalty, you **MUST** schedule a Screening Review by a Screening Officer. To do this please call or attend in person at the above address **On or Before** the payment due date during the Municipalities regular business hours.

An administrative penalty will, unless cancelled or reduced pursuant to the review and appeal process, constitute a debt from the person to the Municipality.

THIS IS EXHIBIT " C" TO
THE AFFIDAVIT OF SCOTT WILLIAM WILSON
SWORN before me remotely by
SCOTT WILLIAM WILSON, stated as being located
In the City of Kawartha Lakes,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



Scott Wilson <scott@geekcertified.com>

Requests for Screening

7 messages

Amber Chrastina <AChrastina@wainfleet.ca>
To: "scott@geekcertified.com" <scott@geekcertified.com>
Cc: "joannew0531@gmail.com" <joannew0531@gmail.com>

Mon, Apr 22, 2024 at 11:23 AM

Good morning Scott,

I have received your request for Screening regarding Penalty Notice A-0607, as well as authorization from Joanne Wilson for you to act on her behalf regarding Penalty Notices A-0606 and A-0610. As a telephone meeting has been requested in each case, I have scheduled this for 3:00 pm on Thursday April 25, 2024. I will call you on the number you provided (289-259-8059) at that time to address all three matters. Thank you.

Warm regards,

Amber Chrastina

Deputy Clerk/Executive Assistant to Mayor and CAO

Township of Wainfleet

31940 Highway 3, P.O. Box 40

Ph: 905-899-3463 Ext. 224

Fax: 905-899-2340



Follow us!



"Wainfleet - find your country side!"

The Township of Wainfleet Confidentiality Notice

The information contained in this communication including any attachments may be confidential, is intended only for the use of the recipient(s) named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any

dissemination, distribution, disclosure, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please resend this communication to the sender and permanently delete the original and any copy of it from your computer system. Thank you.

Scott Wilson <scott@geekcertified.com>
To: Amber Chrastina <AChrastina@wainfleet.ca>
Cc: "joannew0531@gmail.com" <joannew0531@gmail.com>

Wed, Apr 24, 2024 at 12:59 PM

Hi Amber,

Thanks for your reply.
I also requested a screening for 0611.
I noticed in a separate email you sent a decision for 0611.
Did you not receive my request for screening for that non parking offence?
If not, please send me the URL link to resubmit that request.

Regarding tomorrow's call, I'd like to reschedule it for a Zoom call next week.
My lawyer will be present for that call and we'd like to address all 4 penalty notices at that time.
Please send me some available appointment times so I may confer with my counselor and coordinate with his schedule.
Thank you

Scott Wilson
CEO at Geek Certified
Mobile: 1-289-259-8059
Scott@geekcertified.com



[Quoted text hidden]

Amber Chrastina <AChrastina@wainfleet.ca>
To: Scott Wilson <scott@geekcertified.com>
Cc: "joannew0531@gmail.com" <joannew0531@gmail.com>, Mark Tardif <MTardif@wainfleet.ca>, Cory Guttin <CGuttin@wainfleet.ca>

Wed, Apr 24, 2024 at 1:57 PM

Good afternoon Scott,

Your request for a Screening of Penalty Notice A-0611 was received. That request form indicated "Written" as the method for Screening and so, the Screening was conducted accordingly and the written decision provided to you (copy attached). The Screening decision is final however, as noted in the decision letter, you may [request a Hearing](#) if that matter is still in dispute.

As specified in our request form, telephone and electronic Screening appointments cannot be rescheduled. The scheduled appointment time for tomorrow will stand, at which time we can certainly discuss the three remaining matters (A-0606, A-0607 and A-0610). Thank you.

Warm regards,

Amber Chrastina

Deputy Clerk/Executive Assistant to Mayor and CAO

Township of Wainfleet

31940 Highway 3, P.O. Box 40

Ph: 905-899-3463 Ext. 224

Fax: 905-899-2340



Follow us!



"Wainfleet - find your country side!"

The Township of Wainfleet Confidentiality Notice

The information contained in this communication including any attachments may be confidential, is intended only for the use of the recipient(s) named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, disclosure, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please resend this communication to the sender and permanently delete the original and any copy of it from your computer system. Thank you.

From: Scott Wilson <scott@geekcertified.com>
Sent: April 24, 2024 1:00 PM
To: Amber Chrastina <ACHrastina@wainfleet.ca>
Cc: joannew0531@gmail.com
Subject: Re: Requests for Screening

Hi Amber,

Thanks for your reply.

I also requested a screening for 0611.

I noticed in a separate email you sent a decision for 0611.

Did you not receive my request for screening for that non parking offence?

If not, please send me the URL link to resubmit that request.

Regarding tomorrow's call, I'd like to reschedule it for a Zoom call next week.

My lawyer will be present for that call and we'd like to address all 4 penalty notices at that time.

Please send me some available appointment times so I may confer with my counselor and coordinate with his schedule.

Thank you

Scott Wilson

CEO at Geek Certified

Mobile: 1-289-259-8059

Scott@geekcertified.com



[Quoted text hidden]

 **A0611 - Wilson - Upheld.pdf**
109K

Scott Wilson <scott@geekcertified.com>

Wed, Apr 24, 2024 at 2:03 PM

To: Amber Chrastina <ACHrastina@wainfleet.ca>

Cc: "joanne0531@gmail.com" <joanne0531@gmail.com>, Mark Tardif <MTardif@wainfleet.ca>, Cory Guttin <CGuttin@wainfleet.ca>

Hi Amber,

All 4 were meant to include a request for screening, not written.

My lawyer insists he attend all meetings moving forward so I must insist on rescheduling for next week by Zoom call.

He cannot make the call tomorrow at 3:30.

I'd also like the 0611 to be migrated from written to virtual and to address all 4 matters simultaneously.

This is a reasonable request that should be accommodated.

Thank you in advance.

Scott

Scott Wilson

CEO at Geek Certified

Mobile: 1-289-259-8059

Scott@geekcertified.com



[Quoted text hidden]

Amber Chrastina <ACHrastina@wainfleet.ca>

Wed, Apr 24, 2024 at 4:31 PM

To: Scott Wilson <scott@geekcertified.com>

Cc: "joanne0531@gmail.com" <joanne0531@gmail.com>, Mark Tardif <MTardif@wainfleet.ca>, Cory Guttin <CGuttin@wainfleet.ca>

Hi Scott,

As previously stated, the Screening for Penalty Notice A-0611 has taken place and a final decision rendered. 311

The Screening for Penalty Notices A-0606, A-0607 and A-0610 will be held tomorrow and cannot be rescheduled.

Please note that *as per* my April 22, 2024 email, the scheduled time for the Screening is 3:00pm and not 3:30.

[Quoted text hidden]

Scott Wilson <scott@geekcertified.com>

Thu, Apr 25, 2024 at 12:40 PM

To: Amber Chrastina <AChrastina@wainfleet.ca>

Cc: "joanne0531@gmail.com" <joanne0531@gmail.com>, Mark Tardif <MTardif@wainfleet.ca>, Cory Guttin <CGuttin@wainfleet.ca>

Dear Amber,

I hope this message finds you well. Unfortunately, my attorney, Keith Juriansz, is unable to attend today's scheduled screening call due to court obligations. As previously mentioned, we would like to reschedule the call to next week and switch the format to a Zoom meeting, as offered on your website. This adjustment would accommodate common scheduling conflicts faced by legal professionals as it is common within legal proceedings to have some scheduling flexibility for litigators who have court related conflicts. I respectfully ask again that we reschedule the call for next week and include my lawyer. This is a reasonable request. It's extremely unreasonable, unusual and unprofessional to reject this simple request. Based on your response, I have to ask if you are being directed in your responses by someone associated with the Township of Wainfleet or are these decisions yours and yours alone?

Regarding my request to migrate the 4th ticket, A-0611 to the screening meeting, combining them with the other three related tickets, this is also reasonable and follows common sense. Denying this simple request is unreasonable and adds to the time spent and costs associated with this matter by both parties involved.

Lastly, I encountered an issue with the city webform used for scheduling appointments; it did not provide an option to save or download my submissions. This is atypical as most legal digital platforms, like DocuSign, automatically save and email copies of submissions to the users. Could you please send me copies of my four submissions?

Thank you for your time and consideration.

Scott Wilson

CEO at Geek Certified

Mobile: 1-289-259-8059

Scott@geekcertified.com



[Quoted text hidden]

Amber Chrastina <AChrastina@wainfleet.ca>

Fri, Apr 26, 2024 at 8:34 AM

To: Scott Wilson <scott@geekcertified.com>

Cc: "joanne0531@gmail.com" <joanne0531@gmail.com>, Mark Tardif <MTardif@wainfleet.ca>, Cory Guttin <CGuttin@wainfleet.ca>

Hello Scott,

Copies of your four submissions are attached.

Thank you.

[Quoted text hidden]

----- Forwarded message -----

From: "noreply@esolutionsgroup.ca" <noreply@esolutionsgroup.ca>

To: Mark Tardif <MTardif@wainfleet.ca>

Cc: "S T. R" <STR@wainfleet.ca>

Bcc:

Date: Fri, 19 Apr 2024 20:42:45 +0000

Subject: New Response Completed for Request for Screening

Hello,

Please note the following response to Request for Screening has been submitted at Friday April 19th 2024 4:38 PM with reference number 2024-04-19-001.

- **First Name:**
Joanne
- **Last Name:**
Wilson
- **Street Address:**
2502 Boros Rd.
- **City:**
Burlington
- **Province:**
ON
- **Postal Code:**
L7M 4S7
- **Telephone Number:**
289-259-0623
- **Email Address (RECOMMENDED):**
joannew0531@gmail.com
- **Penalty Notice No.:**
0606
- **Penalty Date:**
4/7/2024
- **Plate Number OR Name on Penalty Notice:**
Joanne Wilson
- **Offence:**
short term rental
- **Please select a method for your Screening.**
Telephone Meeting
- **Screening Appointment Times:**
2:30 - 3:30 p.m.
- **Please indicate the primary reason for requesting a Screening review.**
I did not commit the offence as indicated on the Penalty Notice
- **Please provide a factual and detailed explanation of the reason(s) for your Screening request AND the remedy you are seeking.**
I wish to contest.

- You may upload relevant images or files.

1. I, Joanne Wilson, give permission to my husband Scott Wilson to attend my Option 2 (Dispute Option) meeting and represent me for the following two notices and any additional notices that may arise.pdf [32.5 KB]

[This is an automated email notification -- please do not respond]

----- Forwarded message -----

From: "noreply@esolutionsgroup.ca" <noreply@esolutionsgroup.ca>

To: Mark Tardif <MTardif@wainfleet.ca>

Cc: "S T. R" <STR@wainfleet.ca>

Bcc:

Date: Fri, 19 Apr 2024 20:42:49 +0000

Subject: New Response Completed for Request for Screening

Hello,

Please note the following response to Request for Screening has been submitted at Friday April 19th 2024 4:40 PM with reference number 2024-04-19-002.

- **First Name:**
Scott
- **Last Name:**
Wilson
- **Street Address:**
2502 Boros Rd.
- **City:**
Burlington
- **Province:**
ON
- **Postal Code:**
L7M 4S7
- **Telephone Number:**
289-259-8059
- **Email Address (RECOMMENDED):**
scott@geekcertified.com
- **Penalty Notice No.:**
a0607
- **Penalty Date:**
4/7/2024
- **Plate Number OR Name on Penalty Notice:**
Scott Wilson
- **Offence:**
short term rental
- **Please select a method for your Screening.**
Telephone Meeting
- **Screening Appointment Times:**
2:30 - 3:30 p.m.

- **Please indicate the primary reason for requesting a Screening review.**
I did not commit the offence as indicated on the Penalty Notice
- **Please provide a factual and detailed explanation of the reason(s) for your Screening request AND the remedy you are seeking.**
I wish to contest

[This is an automated email notification -- please do not respond]

----- Forwarded message -----

From: "noreply@esolutionsgroup.ca" <noreply@esolutionsgroup.ca>
To: Mark Tardif <MTardif@wainfleet.ca>
Cc: "S T. R" <STR@wainfleet.ca>
Bcc:
Date: Fri, 19 Apr 2024 20:47:54 +0000
Subject: New Response Completed for Request for Screening

Hello,

Please note the following response to Request for Screening has been submitted at Friday April 19th 2024 4:42 PM with reference number 2024-04-19-003.

- **First Name:**
joanne
- **Last Name:**
wilson
- **Street Address:**
2502 Boros Rd
- **City:**
BURLINGTON
- **Province:**
ON
- **Postal Code:**
L7M 4S7
- **Telephone Number:**
289-259-8059
- **Email Address (RECOMMENDED):**
joanne0531@gmail.com
- **Penalty Notice No.:**
A-0610
- **Penalty Date:**
4/16/2024
- **Plate Number OR Name on Penalty Notice:**
Joanne Wilson
- **Offence:**
short term rental
- **Please select a method for your Screening.**
Telephone Meeting
- **Screening Appointment Times:**
2:30 - 3:30 p.m.

- **Please indicate the primary reason for requesting a Screening review.**
I did not commit the offence as indicated on the Penalty Notice
- **Please provide a factual and detailed explanation of the reason(s) for your Screening request AND the remedy you are seeking.**
I wish to contest
- **You may upload relevant images or files.**
 1. [I, Joanne Wilson, give permission to my husband Scott Wilson to attend my Option 2 \(Dispute Option\) meeting and represent me for the following two notices and any additional notices that may arise.pdf \[32.5 KB\]](#)

[This is an automated email notification -- please do not respond]

----- Forwarded message -----

From: "noreply@esolutionsgroup.ca" <noreply@esolutionsgroup.ca>
 To: Mark Tardif <MTardif@wainfleet.ca>
 Cc: "S T. R" <STR@wainfleet.ca>
 Bcc:
 Date: Fri, 19 Apr 2024 20:48:03 +0000
 Subject: New Response Completed for Request for Screening

Hello,


Please note the following response to Request for Screening has been submitted at Friday April 19th 2024 4:44 PM with reference number 2024-04-19-004.


- **First Name:**
Scott
- **Last Name:**
Wilson
- **Street Address:**
2502 Boros Rd.
- **City:**
Burlington
- **Province:**
ON
- **Postal Code:**
L7M 4S7
- **Telephone Number:**
289-259-8059
- **Email Address (RECOMMENDED):**
scott@geekcertified.com
- **Penalty Notice No.:**
A-0611
- **Penalty Date:**
4/16/2024
- **Plate Number OR Name on Penalty Notice:**
Scott Wilson
- **Offence:**
short term rental

- **Please select a method for your Screening.**
Written (A decision letter will be emailed to you)
- **Please indicate the primary reason for requesting a Screening review.**
I did not commit the offence as indicated on the Penalty Notice
- **Please provide a factual and detailed explanation of the reason(s) for your Screening request AND the remedy you are seeking.**
I wish to contest


[This is an automated email notification -- please do not respond]


10 attachments


 **I, Joanne Wilson, give permission to my husband Scott Wilson to attend my Option 2 (Dispute Option) meeting and represent me for the following two notices and any additional notices that may arise.pdf**
33K


 **2024-04-19-001.pdf**
350K

 **New Response Completed for Request for Screening.eml**
534K


 **2024-04-19-002.pdf**
345K

 **New Response Completed for Request for Screening.eml**
479K

 **I, Joanne Wilson, give permission to my husband Scott Wilson to attend my Option 2 (Dispute Option) meeting and represent me for the following two notices and any additional notices that may arise.pdf**
33K

 **2024-04-19-003.pdf**
352K

 **New Response Completed for Request for Screening.eml**
537K

 **2024-04-19-004.pdf**
331K

 **New Response Completed for Request for Screening.eml**
461K

THIS IS EXHIBIT " D" TO
THE AFFIDAVIT OF SCOTT WILLIAM WILSON
SWORN before me remotely by
SCOTT WILLIAM WILSON, stated as being located
In the City of Kawartha Lakes,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely

A handwritten signature in blue ink, appearing to read "Akshay Sandhir", is written over a light blue rectangular background.

A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



Scott Wilson <scott@geekcertified.com>

Screening Decision - A-0611

1 message

Amber Chrastina <AChrastina@wainfleet.ca>
To: "scott@geekcertified.com" <scott@geekcertified.com>
Cc: Mark Tardif <MTardif@wainfleet.ca>

Mon, Apr 22, 2024 at 11:23 AM

Good morning Scott,

Please be guided by the attached letter of decision. Thank you.

Warm regards,

Amber Chrastina

Deputy Clerk/Executive Assistant to Mayor and CAO

Township of Wainfleet

31940 Highway 3, P.O. Box 40

Ph: 905-899-3463 Ext. 224

Fax: 905-899-2340



Follow us!



"Wainfleet - find your country side!"

The Township of Wainfleet Confidentiality Notice

The information contained in this communication including any attachments may be confidential, is intended only for the use of the recipient(s) named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, disclosure, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please resend this communication to the sender and permanently delete the original and any copy of it from your computer system. Thank you.



A0611 - Wilson - Upheld.pdf

109K

THIS IS EXHIBIT " E " TO
THE AFFIDAVIT OF SCOTT WILLIAM WILSON
SWORN before me remotely by
SCOTT WILLIAM WILSON, stated as being located
In the City of Kawartha Lakes,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



P.O. Box 40, 31940 Highway #3 Wainfleet, ON L0S 1V0
Tel: 905-899-3463 Fax: 905-899-2340
www.wainfleet.ca

April 22, 2024

Scott Wilson
2502 Boros Rd.
Burlington ON L7M 4S7

VIA EMAIL: scott@geekcertified.com

RE: Request for Screening - Penalty Notice #A-0611

Dear Scott:

Your request for a screening regarding Penalty Notice #A-0611 was received by the Clerk's office on April 22, 2024.

Upon review of your request, it is established that you were in contravention of the Designated Short-Term Rental By-law on April 16, 2024. Therefore, your request to cancel the Penalty Notice has been denied.

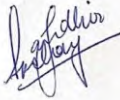
Please pay the penalty listed at your earliest convenience. Please note that if payment is not received within 15 days from the date of this letter, an additional late payment fee of \$25.00 will be added. You do have fifteen days from the date of this letter to [request a hearing](#) if the matter is still in dispute.

Sincerely,

Amber Chrastina
Screening Officer

cc: By-law Enforcement Officer

THIS IS EXHIBIT " F" TO
THE AFFIDAVIT OF SCOTT WILLIAM WILSON
SWORN before me remotely by
SCOTT WILLIAM WILSON, stated as being located
In the City of Kawartha Lakes,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



P.O. Box 40, 31940 Highway #3 Wainfleet, ON L0S 1V0
Tel: 905-899-3463 Fax: 905-899-2340
www.wainfleet.ca

April 26, 2024

Scott Wilson
2502 Boros Rd.
Burlington ON L7M 4S7

VIA EMAIL: scott@geekcertified.com

RE: Request for Screening - Penalty Notice #A-0607

Dear Scott:

Your request for a screening regarding Penalty Notice #A-0607 was received by the Clerk's office on April 22, 2024 and scheduled for 3:00 p.m. on Thursday April 25, 2024 by telephone.

Due to your failure to attend, this request for Screening is deemed abandoned. The Administrative Penalty in the amount of \$10,000.00 is confirmed and shall not be subject to any further review. As well, a Screening Non-appearance Fee in the amount of \$100.00 is payable to the Township.

Your prompt attention to this matter is appreciated. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Amber Chrastina". The signature is written in a cursive, flowing style.

Amber Chrastina
Screening Officer

cc: By-law Enforcement Officer

THIS IS EXHIBIT "G" TO
THE AFFIDAVIT OF SCOTT WILLIAM WILSON
SWORN before me remotely by
SCOTT WILLIAM WILSON, stated as being located
In the City of Kawartha Lakes,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



Township of Wainfleet

"Wainfleet - find your country side!"

August 9, 2024

WILSON, SCOTT
WILSON, JOANNE
11829 LAKESHORE ROAD
WAINFLEET ON
L0S 1V0

Re: Roll Number 2714 000 00426300.0000
11829-11831 LAKESHORE RD

REMINDER NOTICE

Our records show that the amount of \$ **39,126.22** remains outstanding on the above noted property at the date of this notice. The chart below shows a breakdown of past due taxes. We request that the arrears be paid in full by the end of the current month.

Year	Property Tax	Interest/Penalty
2021 & Prior	\$ 0.00	\$ 0.00
2022	\$ 0.00	\$ 0.00
2023	\$ 0.00	\$ 0.00
2024	\$38,643.18	\$483.04
Misc. Charges	\$ 0.00	

Payments can be made;

- In person at the Municipal Office during office hours (8:30 a.m. to 4:30 p.m., Monday to Friday) by cash, cheque or debit card or by depositing payment by cheque in the After Hours Mail Deposit located at the front entrance of Township Hall.
- At most financial institutions or through electronic bill payment (use your 19 digit Roll Number as your account number when making payments online or through telephone banking.)

Additional penalty will be added on the first business day of each month on any amount that is past due.

Please accept our thanks for payments received since the printing of this notice.

Christina Perri
Tax Clerk

THIS IS EXHIBIT " H" TO
THE AFFIDAVIT OF SCOTT WILLIAM WILSON
SWORN before me remotely by
SCOTT WILLIAM WILSON, stated as being located
In the City of Kawartha Lakes,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely

A handwritten signature in blue ink, appearing to read "Akshay Sandhir", is written over a light blue rectangular stamp.

A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



Scott Wilson <scott@geekcertified.com>

11829 Lakeshore Road

Cory Guttin <CGuttin@wainfleet.ca>
To: Scott Wilson <scott@geekcertified.com>

Wed, Apr 24, 2024 at 3:25 PM

Good afternoon,

On April 23, 2024 I arrived to the property of 11829 Lakeshore Road. There were renters staying at the dwelling. I was informed they booked online. The property was in contravention of By-Law 026-2023 for a 3rd time in the last month.

I am requesting you to pay all Administrative Monetary Penalties for 11829 Lakeshore Rd by the due dates or you will be subjected to Section 4.3 Operate Short-Term Rental Unit without valid Licence Third and Subsequent contravention(s):
\$20,000.00

As stated in your previous letters, Each property owner on title will receive a penalty notice. Municipal Act, 2001 subsection 434.2(2) states that **all** owners are responsible for paying the administrative penalty. Be advised, the Township may hold you responsible via penalties for **each** day you are not in compliance. Subsequent investigations will lead to penalty notice for every day the property is in violation.

Regards,

Cory Guttin,

Short-Term Rental Licensing and By-Law Enforcement Officer

Township of Wainfleet

31940 Highway 3, P.O. Box 40

Wainfleet, ON L0S 1V0

Phone: 905-899-3463 Ext: 294



Follow us!



“Wainfleet - find your country side!”

The Township of Wainfleet Confidentiality Notice

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THIS IS EXHIBIT "I" TO
THE AFFIDAVIT OF SCOTT WILLIAM WILSON
SWORN before me remotely by
SCOTT WILLIAM WILSON, stated as being located
In the City of Kawartha Lakes,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



Scott Wilson <scott@geekcertified.com>

11829 Lakeshore Road

3 messages

Cory Guttin <CGuttin@wainfleet.ca>
To: Scott Wilson <scott@geekcertified.com>

Mon, May 6, 2024 at 10:16 AM

Good Morning Mr. Wilson,

As per our discussion on Thursday morning, staff have had an opportunity to review your request and regret to inform you that there are no mechanisms in our Short-term Rental Licensing By-law No. 026-2023 nor our Administrative Monetary Penalty System (AMPS) for Non-Parking Related Offences By-law No. 027-2019 that would allow the Township to reduce your Administrative Penalties issued to yourself and your wife for the Operation of a Short-Term Rental located at 11829 Lakeshore Road, as that can only be done by the Screening Officer (at the time of screening) or the Hearing Officer (at the time of hearing).

Staff notes that you were provided the opportunity to attend a screening by telephone on April 25, 2024 for Penalty Notice #: A-0606, A-0607, A-0610 and failed to attend. These Administrative Penalties shall not be subject to any further review. The Administrative Penalties and the applicable Administrative Non-Appearance Fee(s) are now deemed to be confirmed.

You do have the opportunity to submit for a Hearing regarding Penalty Notice #: A-0611 if you wish to do so by May 07, 2024, as directed by the Township's Screening Officer Ms. Amber Chrastina in her letter to you dated April 22, 2024.

Please note that the Administrative Penalty Notice is payable upon receipt and may be collected in the same manner as property taxes, if unpaid.

We look forward to your prompt resolution of these issues so that no further action is required by the Township of Wainfleet.

Regards,

Cory Guttin,

Short-Term Rental Licensing and By-Law Enforcement Officer

Township of Wainfleet

31940 Highway 3, P.O. Box 40

Wainfleet, ON L0S 1V0

Phone: 905-899-3463 Ext: 294

THIS IS EXHIBIT " J " TO
THE AFFIDAVIT OF SCOTT WILLIAM WILSON
SWORN before me remotely by
SCOTT WILLIAM WILSON, stated as being located
In the City of Kawartha Lakes,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada

- a) **Regular letter mail to:** Township of Wainfleet, Town Hall, 31940 Hwy 3, P.O. Box 40, 332 Wainfleet, Ontario, Canada, L0S 1V0
- b) **Emailed scanned copy to:** bylaw@wainfleet.ca
- c) **In person/ drop box to the attention of the By-law at:** Township of Wainfleet, Town Hall, 31940 Hwy 3, Wainfleet, Ontario, Canada, L0S 1V0

For Internal Use Only

Application Received		Appointment Information	
Date Stamp:	Appointment Date	Appointment Time	Date Notified
	Aug 15/24	9:30	
	Penalty Notice Recipient Notified by:		Penalty Notice Recipient's Initials
	<input type="checkbox"/> Email	<input type="checkbox"/> In Person	<input type="checkbox"/> Mail
Hearing Location: To be advised by the municipality of where your penalty notice was issued.			
Hearing Decision			
<p>Penalty affirmed.</p> <p>Evidence of undue hardship (severe)</p> <p>Fine reduced to \$2,500 -</p> <p>& 12 months to pay.</p>			
Hearing Officer's Signature		Date	
R. Wainfleet		Aug 15/24	

Personal information contained on this form is collected and will be used for the purpose of administering the Township's Administrative Penalty process. Questions about this collection should be directed to the Township of Wainfleet's Freedom of Information Officer at 905-899-3463.

THIS IS EXHIBIT " K" TO
THE AFFIDAVIT OF SCOTT WILLIAM WILSON
SWORN before me remotely by
SCOTT WILLIAM WILSON, stated as being located
In the City of Kawartha Lakes,
before me at the City of Toronto
in the Province of Ontario,
on the 14th day of March, 2025
in accordance with O. Reg 431/20,
Administering Oath Remotely



A COMMISSIONER, ETC.

AKSHAY SANDHIR
Barrister and Solicitor
A Commissioner, etc.
Province of Ontario, Canada



Short-Term Rental Licensing
& By-Law Enforcement Office
31940 Highway 3, PO Box 40,
Wainfleet ON L0S 1V0
T. [905-899-3463](tel:905-899-3463) x294
E. str@wainfleet.ca

July 24, 2024

Joanne Wilson
Scott Wilson
11829 Lakeshore Road
Wainfleet, ON L0S 1V0

Re: Non-Compliance with Short-Term Rental Order No. **STR-015-2024**, continuing non-compliance (**Third Contravention**- Operate Short-Term Rental Unit without valid Licence)

Order No. STR-015-2024 was issued March 07, 2024 with a compliance date of April 04, 2024. Administrative Monetary Penalty Notice **A-0606 & A-0607** was sent via registered mail on April 07, 2024 with Payment Due May 07, 2024. Second Contravention Administrative Penalty Notice **A-0610 & A-0611** was sent via registered mail on April 16, 2024 with Payment Due May 08, 2024.

Please be advised that continued non-compliance with the above noted Order has resulted in the Township of Wainfleet's **Third Contravention** Administrative Monetary Penalty Notice **A-0662 & A-0663**. Please note that the Administrative Penalty Notice is payable upon receipt and may be collected in the same manner as property taxes, if unpaid.

Each property owner on title will receive a penalty notice. Municipal Act, 2001 subsection 434.2(2) states that **all** owners are responsible for paying the administrative penalty. Be advised, the Township may hold you responsible via penalties for **each** day you are not in compliance. Subsequent investigations will lead to penalty notice for every day the property is in violation.

We look forward to your prompt resolution of these issues so that no further action is required by the Township of Wainfleet.

Yours truly,

Cory Guttin
STR Licensing &
Municipal Law Enforcement Officer
Township of Wainfleet
Email: cguttin@wainfleet.ca
P: 905-899-3463 Ext. 294

**ADMINISTRATIVE PENALTY NOTICE
For Non-Parking Offences**

335

Corporation
of the Township
of Wainfleet



Municipal Act, 2001
A-0662

Date: 07 / 24 / 2024

Time: 4:15 ^{am} _{pm}

Scott Wilson

"Person" as defined

11579 Lakeshore Rd Wainfleet, Ontario.
Address / Roll # / Legal Description

I C. Gauthier, BELIEVE FROM MY PERSONAL KNOWLEDGE
AND CERTIFY THAT ON THE DATE SHOWN, A CONTRAVENTION OF A
DESIGNATED BYLAW HAS OCCURED.

DESIGNATED BYLAWS, as Amended

Animals at Large	Building	Clean Yards
Discharge of Firearms	Dog Control	Entry onto Adjoining Lands
Exotic Animal	Fence	Fireworks
Fouling of Roads	Noise	Open Air Burning
Property Standards	Public Nuisance	Medical Marijuana Licensing
<u>Short Term Rentals</u>		

Short Form Wording

Operate short Term Rental unit
without valid Licence

Administrative Penalty (Sec # / \$ Amount)

4.3 / \$ 20,000.00

☐ OTHER

Offence Date:
July 24, 2024

Payment Due Date: August 16, 2024

Fifteen (15) Days from date of service. If not paid you will be
deemed not to dispute the Penalty. You will be subject to additional
administrative fees, if still not paid; fees will be added to the
Municipal Taxes.

[Signature]
Signature of Issuing Officer

24
Officer Number

SEE REVERSE FOR PAYMENT OR DISPUTE OPTIONS

**IMPORTANT
PLEASE READ CAREFULLY**

By the payment due date stated on the front of this Notice, **YOU** must choose only one of the following options. Complete the selected option (sign where necessary) and deliver it (and payment where applicable) to the Municipality to which the notice was issued in. (the municipalities address is listed below this statement.) You can either mail the notice and payment in, place it in the Municipalities drop box, or pay it in person.

Township of Wainfleet
31940 Highway 3, P.O Box 40
Wainfleet Ontario
L0S 1V0
(905) 899-3463

Option 1: Voluntary Payment

I do not dispute the penalty and enclose / pay the amount of
the penalty indicated on the front of this Notice.

Signature

Date

Please ensure the number of the Penalty Notice is written on the cheque or money order. Municipality is not responsible for late payments or Administrative Fees added to Municipal taxes due to payments made by cheque or money order without containing the Penalty Notice number.

Dishonoured or NSF cheques will be subject to additional administrative charges.

Post dated and partial payments are **NOT** accepted.

Credit Cards are not accepted.

Option 2: Dispute Option

To dispute the Penalty, you **MUST** schedule a Screening Review by a Screening Officer. To do this please call or attend in person at the above address **On or Before** the payment due date during the Municipalities regular business hours.

An administrative penalty will, unless cancelled or reduced pursuant to the review and appeal process, constitute a debt from the person to the Municipality.

**ADMINISTRATIVE PENALTY NOTICE
For Non-Parking Offences**

337

Corporation
of the Township
of Wainfleet



Municipal Act, 2001
A-0663

Date: 07 / 24 / 2024 Time: 4:10 ^{am} _{pm}

Joanne Wilson
"Person" as defined

11329 Lakeshore Rd Wainfleet, Ontario.
Address / Roll # / Legal Description

I C. Gaultin BELIEVE FROM MY PERSONAL KNOWLEDGE
AND CERTIFY THAT ON THE DATE SHOWN, A CONTRAVENTION OF A
DESIGNATED BYLAW HAS OCCURED.

DESIGNATED BYLAWS, as Amended

Animals at Large	Building	Clean Yards
Discharge of Firearms	Dog Control	Entry onto Adjoining Lands
Exotic Animal	Fence	Fireworks
Fouling of Roads	Noise	Open Air Burning
Property Standards	Public Nuisance	Medical Marijuana Licensing
<u>Short-Term Rentals</u>		

Short Form Wording

Operate Short Term Rental Unit
without valid licence

Administrative Penalty (Sec # / \$ Amount)

4.3 / \$20,000.00

☐ OTHER

<u>Offence Date:</u> <u>July 24, 2024</u>
--

Payment Due Date: August 16, 2024

Fifteen (15) Days from date of service. If not paid you will be
deemed not to dispute the Penalty. You will be subject to additional
administrative fees, if still not paid; fees will be added to the
Municipal Taxes.

C. Gaultin

Signature of Issuing Officer

014

Officer Number

SEE REVERSE FOR PAYMENT OR DISPUTE OPTIONS

**IMPORTANT
PLEASE READ CAREFULLY**

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Township of Wainfleet
31940 Highway 3, P.O Box 40
Wainfleet Ontario
L0S 1V0
(905) 899-3463

Option 1: Voluntary Payment

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Signature

Date

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ONTARIO SUPERIOR COURT OF JUSTICE	
Action commenced at Welland	
	AFFIDAVIT
	JURIANSZ & LI Barristers & Solicitors 5700 Yonge St., Suite 1100 Toronto, ON, M2M 4K2 H. Keith Juriansz – LSO#16869N Tel: 416-226-2342 Email: Info@Jurianszli.com Lawyers for the Applicant

ONTARIO SUPERIOR COURT OF JUSTICE	
Action commenced at Welland	
	APPLICATION RECORD
	JURIANSZ & LI Barristers & Solicitors 5700 Yonge St., Suite 1100 Toronto, ON, M2M 4K2 H. Keith Juriansz – LSO#16869N Tel: 416-226-2342 Email: Info@Jurianszli.com Lawyers for the Applicant