BY-LAW NUMBER 146-2026

A BY-LAW TO PROVIDE VITAL SERVICES TO RESIDENTIAL TENANTS IN THE CITY OF WINDSOR

Passed the 28th day of September, 2026.

WHEREAS pursuant to section 216(1) of the Residential Tenancies Act, S.O. 2006, c. 17 [the Act], the Council of The Corporation of the City of Windsor may pass by-laws requiring, *inter alia*, every landlord to provide adequate and suitable vital services to each of the landlord's rental units;

AND WHEREAS pursuant to section 217 of the Act, it is in the best interest of The Corporation of the City of Windsor to have advance notice of the intention of any vital service provider to discontinue the provision of a vital service in order that any interruption to a vital service may be averted;

AND WHEREAS it is deemed necessary by The Corporation of the City of Windsor to require the supply of vital services by landlords and suppliers to rental units and prohibit the cancellation of such services to rental units;

AND WHEREAS it is deemed expedient to repeal By-law 195-2011 replace it with a new By-law,

THEREFORE the Council of the Corporation of the City of Windsor enacts as follows:

Short Title

1. This by-law may be cited as the "Vital Services By-law".

Definitions

2. In this by-law,

"adequate and suitable" means providing enough vital services to make a rental unit habitable, such as providing:

1) A supply of hot water at a min. of 45° C (113° F)
2) A room temperature of 21° C (70° F) when the outside temperature is -18° C (0° F)
3) A vital service to run necessary electrical appliances (i.e. a refrigerator)

"City" means The Corporation of the City of Windsor

"City Clerk" means the person duly appointed as Clerk for the City.

"landlord" means the same as provided in Section 2(1) of the Act

"Officer" means a provincial offences officer as defined in the Provincial Offences Act, R.S.O. 1990, c. P.33 or any successor legislation.

"rental unit" means any living accommodation used or intended for use as rented residential premises in a residential rental building

"residential rental building" means a building, or part thereof, containing 6 or more rental units.

"supplier" means a person who carries on a business of or whose business includes supplying a vital service to an end user

"tenant" means a person who pays rent in return for the right to occupy a rental unit in a residential rental building and includes the tenant's heirs, assigns and personal representatives

"vital services" means hot or cold water, fuel, electricity, gas or, between September 1st and June 15th, heat

Application

3. This by-law applies to residential rental buildings which are tenant occupied or where a tenant has a right to occupy a rental unit.

4. This by-law does not apply to a landlord with respect to a rental unit to the extent the tenant has expressly agreed to obtain and maintain the vital services.

Landlord Responsibility

5. Every landlord shall provide adequate and suitable vital services to each of the landlord's rental units.

6. No landlord shall cease to provide a vital service for any rental unit, except in accordance with section 8 of this by-law.

7. A landlord shall be deemed to have ceased providing a vital service for a rental unit if the landlord is obligated to pay the supplier for the vital service and fails to do so and, as a result of non-payment, the vital service is no longer provided for the rental unit.

8. Pursuant of section 6 of this by-law, a landlord may cease providing a vital service only when such cessation is necessary to alter or repair the rental unit and only for the minimum period necessary to effect the alteration or repair.

Supplier Responsibility

9.1. A supplier shall not cease to provide the vital service to a residential rental building to which this by-law applies, except where written notice of an intended discontinuance of a vital service is provided to the City Clerk at least thirty (30) days before the supplier ceases to provide the vital service.

9.2. A notice of an intended discontinuance of a vital service shall be provided to the City Clerk at the end of the calendar month.

10. A supplier is required to give notice to the City Clerk only if the vital service is to be discontinued for a rental unit, or any part of a residential rental building containing a rental unit, as a result of a breach of contract by the landlord with the supplier for the supply of the vital service.

11. A notice of a discontinuation of a vital service required by this by-law shall contain:

(a) The name, address, telephone number, facsimile number, and email of the supplier, and contact person for the supplier,
(b) The type of vital service being supplied,
(c) The name, address, telephone/cell number, facsimile number, and email of the person with whom the supplier has a contract for the supply of the vital service [i.e. landlord],
(d) The municipal address of the residential rental building at which the vital service is being supplied,
(e) Where available, confirmation of the number of rental units occupied at the subject site,
(f) The nature of the landlord's breach of contract with the supplier,
(g) The date and time when the supplier will discontinue to provide the vital service.

12. If the supplier discontinues the vital service, without providing notice, the supplier shall immediately restore the vital service when directed by the City Clerk.

Enforcement

13. A Property Standards Officer may at all reasonable times enter and inspect a residential rental building or part of a residential rental building with respect to which the by-law applies for the purpose of determining compliance with the by-law.

14. The Property Standards Officer shall not enter a rental unit, except
(a) Where the Property Standards Officer received consent of the occupier of the rental unit, after informing the occupant of their right to refuse the Property Standards Officer's entry into the unit, or
(b) Where the Property Standards Officer has been authorized to enter a rental unit by a warrant issued under section 231 of the Act.

Offence

15. Every landlord and every supplier who contravenes or fails to comply with this by-law, upon conviction, is guilty of an offence for each day on which the offence occurs or continues, and is liable to the penalties provided for in section 61 of the Provincial Offences Act, R.S.O. 1990, c. P. 33.

Repeal and Transition

16.1 Except as provided by Section 16.2 hereof, By-law Number 195-2011, is hereby repealed.

16.2 Notwithstanding Section 16.1 hereof, the provisions of By-law Number 195-2011, shall continue to apply to any properties in respect of which an Order has been issued under the said by-law until such Order has been concluded.

Comes into Force

17. This by-law shall come into force and take effect on the day of the final passing thereof.

DREW DILKENS, MAYOR

CITY CLERK

By signing this by-law on September 28, 2026, Mayor Drew Dilkens will not exercise the power to veto this by-law, and this by-law is deemed passed as of this date.

First Reading – September 28, 2026
Second Reading – September 28, 2026
Third Reading – September 28, 2026