

THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

BY-LAW NO. 2025-049

Being a By-law to license, regulate and govern Short Term Rental Accommodations in the Township of Muskoka Lakes

WHEREAS pursuant to the Municipal Act, 2001, S.O., 2001 c.25. as amended, Council of the Township of Muskoka Lakes can enact By-laws for the licensing, regulating and governing of businesses and occupations in the Township of Muskoka Lakes;

AND WHEREAS pursuant to Section 9 of the Municipal Act, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS pursuant to Section 11 of the Municipal Act, Council can exercise its authority with respect to business licensing in the interest of health and safety, well-being of persons, consumer protection and nuisance control;

AND WHEREAS pursuant to Section 23.1 of the Municipal Act, a municipality may establish rules for the delegation of its powers and duties, and Section 23.2 permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS pursuant to Section 151 of the Municipal Act, Council may exercise its authority to provide for a system of licensing with respect to Short Term Rental Accommodation businesses;

AND WHEREAS pursuant to Sections 390 to 400 of the Municipal Act, a municipality is able to pass By-laws for imposing fees or charges to permits and services provided or done by them;

AND WHEREAS pursuant to Section 429 of the Municipal Act, a municipality may establish a system of fines for offences under a By-law of the municipality passed under the Municipal Act;

AND WHEREAS pursuant to Section 434.1 of the Municipal Act, Council considers it desirable to provide for a system of administrative penalties and fees as an additional means of encouraging compliance with this By-law;

AND WHEREAS pursuant to Section 436 of the Municipal Act, a municipality has the power to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with: a by-law of the municipality passed under this Act, a direction or order of the municipality made under this Act or made under a by-law of the municipality passed under this Act, a condition of a

license issued under a by-law of the municipality passed under this Act and an order made under section 431;

AND WHEREAS pursuant to Section 441.1 of the Municipal Act, upon the request of a municipality that has entered into a transfer agreement under Part X of the Provincial Offences Act, the treasurer of a local municipality may add any part of a fine for a commission of a provincial offence that is in default under section 69 of the Provincial Offences Act to the tax roll for any property in the local municipality for which all of the owners are responsible for paying the fine and collect it in the same manner as municipal taxes;

AND WHEREAS pursuant to Section 444 of the Municipal Act, a municipality may make an order requiring the person who contravened the By-law or cause or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity, and any person who contravenes such an order is guilty of an offence;

AND WHEREAS the Council of the Corporation of the Township of Muskoka Lakes deems it desirable that such licensing, regulation and governing takes place with regard to Short Term Rental Accommodations as defined in this By-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES ENACTS AS FOLLOWS:

1.0 DEFINITIONS

In this By-law:

Words or phrases contained herein and which are not defined by this By-law, are firstly to be assigned the definition or meaning attributable to them in the applicable **Zoning By-law** and, failing such a definition or meaning, the everyday meaning of such word or phrase.

“Agencies” means those agencies, authorities, boards, commissions, **Departments** and ministries that are involved in the review of an application; commenting on an application; or, where applicable, the inspection of a **Premises**;

“Appeals Committee” means the Appeal Committee established pursuant to By-law 2025-007, as may be amended;

“Applicant” means a **Person** seeking a **License** or renewal of a **License** or a **Person** whose **License** is being considered for revocation or suspension;

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

“**Building**” means, a structure occupying an area greater than ten square metres consisting of a wall, roof and floor or a combination of any of them or a structural system serving the function thereof including: all plumbing, works, fixtures and service systems related thereto;

“**Community Housing**” means, but not limited to, any property that is owned or operated by a government entity, Indigenous housing agency/company or non-profit organization subsidized by a government agency, used for the purposes of providing housing at below market cost;

“**Council**” means the **Council** of the Corporation of the Township of Muskoka Lakes;

“**Department**” means the Development Services and Environmental Sustainability Department, or another Department of the Township of Muskoka Lakes responsible for the administration of this Bylaw, as designated by **Council**;

“**Director**” means the Director of Development Services and Environmental Sustainability, their designate, or another division or **Department** head designated by **Council** to carry out the responsibility of administering and/or enforcing this By-law;

“**Dwelling Unit**” means a residential unit that:

- (a) consists of a self-contained set of rooms located in a **Building** or structure;
- (b) is used or intended for use as a residential **Premises**;
- (c) contains kitchen and bathroom facilities that are intended for the use only of the unit;
- (d) has a means of egress to the outside of the **Building** or structure in which it is located, which may be a means of egress through another residential unit; and
- (e) Shall not include an accessory **Building**/structure as defined in the **Zoning By-law**.

“**Fee**” means those fees as set out in the **Township’s** Fees and Charges By-law;

“**Fire Chief**” means the individual appointed to this position by **Council** or their designate;

“Floor Plan” means a fully dimensioned drawing for each floor in all **Buildings** being utilized for a **Short Term Rental Accommodation** including:

- (a) Each room and its intended use;
- (b) The location of all smoke and carbon monoxide alarms and their manufacturer’s date or expiration;
- (c) The location of all fire extinguishers;
- (d) The location of all entrances and exits from each **Building** and structure;
- (e) The location of all fire escape routes
- (f) The location of all fireplaces regardless of their fuel source; and
- (g) The location of all cooking appliances.

“License” means the certificate issued under this By-law as proof of licensing of a **Short Term Rental Accommodation** under this By-law;

“Licensee” means the **Person** who is identified in the **License**;

“Market” means to offer for rent, promote, canvass, solicit, advertise, or facilitate a **Short Term Rental Accommodation**;

“Medical Officer of Health” means the Medical Officer of Health of the Simcoe Muskoka District Health Unit or his/her designate;

“Notice of Suspension” means a written notice that is issued to a **Licensee** of a **Short Term Rental Accommodation Premises** that informs the **Licensee** that the License shall be suspended;

“Officer” means the person, or persons, who have been appointed to enforce the provisions of this By-law and includes a provincial offences officer as defined by the Provincial Offences Act;

“Order” means a mandatory requirement for action within a specified time period specifically issued by an **Officer** or other authorized personnel to address issues of non-compliance with any section of this By-law or the conditions of a **License** or a written order issued by a court;

“Owner” means the **Person(s)** holding title to the **Premises**;

“Person” means an individual, corporation, partnership, or association, and includes an **Owner, Licensee, Responsible Person, Renter, Primary Renter** or an **Applicant** for a **License** under this By-law as the context requires;

“Premises” shall mean the Lot upon which a **Short Term Rental Accommodation** is operated and includes the buildings/structures thereon. For

the purposes of this definition the word Lot has the same meaning as defined in the Zoning By-law;

“**Renter(s)**” means any **Person(s)** including the **Primary Renter**, who occupies the **Short Term Rental Accommodation** under or by way of concession, permit, lease, license, rental agreement or similar commercial arrangement;

“**Renter, Primary**” means **Person** who has entered into the concession, permit, leases, license, rental agreement or similar commercial for the **Short Term Rental Accommodation**;

“**Renter’s Code of Conduct**” means a document that has been prepared by the **Township** and provided to the **Owner** that is agreed to in writing by the **Primary Renter** that sets out the roles and responsibilities of all **Renters**, including behavioral expectations as they relate to non-disturbance; which provides a warning related to the making of a disturbance; and, which identifies applicable **Township** By-laws that **Renters** must comply with including the provisions of this By-law, an example is attached to this By-law as Schedule ‘A’;

“**Renter’s Information Package**” means an information package provided by the **Owner** to a **Primary Renter** by means of a physical copy within the **STRA Premises** or electronically and includes the following information:

- (a) Municipal address of the **STRA Premises**
- (b) **Responsible Person** name and contact information
- (c) Contact information and addresses for emergency services including but not limited to 911, Ontario Provincial Police Non-Emergency number, and nearest hospital providing emergency care
- (d) Contact information, addresses, and instruction for waste disposal
- (e) **Site Map**
- (f) **Floor Plan**
- (g) **Renter’s Code of Conduct**
- (h) Display the **License** in a prominent place in the STRA to which it applies
- (i) A schedule of Township common by-law offences and penalties
- (j) Boater Safety Information
- (k) Any other documents or specific rules or conditions imposed by an Owner or the Township.

“**Responsible Person**” means the **Person** assigned by the **Owner** of a **Short Term Rental Accommodation** to ensure the **Premises** is operated in accordance with the provisions of this By-law, the **License** and the relevant provisions of the Fire Code;

“**Safety Inspections**” means inspections that are conducted by municipal staff which includes but is not limited to the **Department**, Emergency Services

Department, Building Division, and By-law Division and also means inspections conducted by any **Agencies** required to conduct inspections for the purposes of obtaining a **License**;

“Short Term Rental Accommodation (STRA)” means the use of a **Premises** or any part thereof, that is operating or offering a place of temporary accommodation, lodging or occupancy by way of concession, permit, lease, **License**, rental agreement or similar arrangement for a period of 28 consecutive calendar days or less, throughout all or any part of a calendar year. **Short Term Rental Accommodation** uses shall not include a motel, hotel, tourist resort, bed and breakfast establishment, private camp, tent and trailer park or rooming house as defined within the **Zoning By-law**;

“Site Map” means a drawing that is to scale and fully dimensioned of a **Premises** which includes:

- (a) all **Buildings**, structures and landscaping features (patios, sundecks, firepits, etc.);
- (b) The location of the septic system, if applicable;
- (c) The location of the parking area to be utilized on the **Premises**; and
- (d) The location of where all waste is to be deposited on the **Premises**.

An existing or future site plan approved under section 41 of the Planning Act that provides the above-noted information shall be deemed to be a Site Map under this By-law;

“Summer Monthly Break” means the seven (7) consecutive night break during which every **Person** shall cease all rentals during each of the months of June, July and August of each year;

“Summer Rental Frequency” means no **Person** shall provide their **STRA** to more than one (1) **Primary Renter** every six (6) consecutive nights within the time period of the Friday immediately preceding Victoria Day and ending on the Tuesday immediately following Labour Day of each year;

“Tent” shall mean a temporary structure covered with a canvas or similar lightweight material and supported by poles, stakes, beams, ropes etc.;

“Township” means the Corporation of the Township of Muskoka Lakes;

“Trailer” shall mean any vehicle so constructed that it is suitable for being attached to a motor vehicle for the purpose of being drawn or propelled by the motor vehicle and capable of being used for the living, sleeping, or eating accommodation of persons notwithstanding that such vehicle is jacked-up or that its running gear is removed;

“**Travel Trailer**” shall mean a trailer designed and equipped for travel, recreation and vacation uses and for seasonal or temporary occupancy only;

“**Zoning By-law**” means the current version of the Township of Muskoka Lakes Comprehensive Zoning By-law.

2.0 APPLICATION

- 2.1 The requirements of this By-law apply to the trade, business or occupation of providing a **STRA** within the geographic limits of the **Township** as of the date this By-law comes into effect.
- 2.2 Any **Person** who owns, **Markets** or operates a **STRA** in the calendar year of 2025 shall submit an application for a **License** under this By-law not later than December 31st, 2025;
- 2.3 The determination of whether a **License** application contains all necessary information in accordance with the requirements of this By-law shall be within the discretion of the **Director** or their designate.

3.0 ADMINISTRATION

- 3.1 The **Department** is responsible for the administration of this By-law. In administering this by-law the **Department** may:
 - (a) Receive and process all applications for **Licenses** and renewals of **Licenses** under this By-law;
 - (b) Issue **Licenses** in accordance with the provisions of this By-law;
 - (c) Impose terms and conditions on **Licenses** in accordance with this By-law and as necessary to give effect to this By-law;
 - (d) Refuse to issue or renew a **License** or revoke or suspend a **License** in accordance with this By-law; and
 - (e) Issue fines and penalties for contraventions and impose demerit points as deemed necessary.

4.0 LICENSE APPLICATION REQUIREMENTS

- 4.1 Every application for a **License** or application for a renewal of a **License** shall be made to the **Department** on the forms provided by the **Department**. Without limitation, every application for a **License** or application for a renewal of a **License** shall include the following information:

- (a) Each **Owner**, and **Applicant's**, name, municipal address, telephone number, and email address;
- (b) In the instance of an **Applicant** acting on behalf of the **Owner**, an **Owner's** written authorization permitting the **Applicant** to act on their behalf;
- (c) Confirmation that the **Applicant** is at least eighteen (18) years of age, if the **Applicant** is an individual;
- (d) If the **Applicant** is a corporation, proof that the corporation is legally entitled to conduct business in Ontario, including but not limited to:
 - (i) articles of incorporation or other incorporating documents, duly certified by the proper government official or department of the Province of Ontario or of the Government of Canada; and
 - (ii) a list containing the names of all directors and shareholders of the Corporation.
- (e) If the **Applicant** is 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;
- (f) A copy of proof of ownership of the property on which the **STRA** is situated, which may include a copy of the transfer/deed, a copy of the parcel register from the Land Registry Office, a copy of a tax bill, and/or such other evidence as may be required by the **Director**;
- (g) If a tenant of the **Premises**, the consent of the registered **Owner** of the property shall be provided in written format and signed by the registered **Owner**;
- (h) The name, address, telephone number and e-mail address of the **Responsible Person** for the operation and conduct of the renters of the **STRA**;
- (i) A photograph of the front of the **STRA**, a photograph of the driveway/laneway entrance to the **Premises** and if applicable, a photograph of the entrance to a private road in which the **Premises** is located on;
- (j) Indicate the type of access to the **STRA** where one of the following shall be checked:

- (i) Year round maintained public road;
 - (ii) Seasonally maintained public road;
 - (iii) Private road or Right of Way; or
 - (iv) Water access only.
- (k) Proof of insurance which includes a liability limit of no less than two million dollars (\$2,000,000.00) per occurrence for property damage and bodily injury and identifies that a **STRA** is being operated on the **Premises**;
- (l) A **Site Map**;
- (m) A **Floor Plan**;
- (n) The occupancy for the **STRA**, in accordance with this By-law;
- (o) The **License** number of any current or previously licensed **STRA** in the **Township**;
- (p) Payment of the prescribed **Fees** as identified in the Township of Muskoka Lakes Fees and Charges By-law;
- (q) Any outstanding **Fees** and/or fines owed to the **Township** by the **Owner** respecting any **STRA**;
- (r) A sworn declaration by the **Owner**, that:
- (i) The **STRA** is not subject to an order made pursuant to the Building Code Act, 1992, and any regulation made under it, including the Building Code;
 - (ii) The **STRA** contains functioning smoke alarms, carbon monoxide alarms, fire extinguishers, and exits;
 - (iii) Each **Renter** will receive a **Renter's Information Package** and will abide by the **Renter's Code of Conduct**;
 - (iv) The liability insurance will be maintained as required for the entire length of the **License** while the **STRA** is being operated; and
 - (v) The information submitted is accurate, truthful, and complete.

4.2 A **Licensee** shall inform the **Department** of any changes to the information provided within this Section within a period of fifteen (15) days.

5.0 GENERAL REGULATIONS

- 5.1 No more than one **STRA License** shall be granted in respect of any **Premises**. Where an **STRA** is operated within more than one **Building** that includes at least one **Bedroom**, all such **Buildings** on the **Premises** containing at least one **Bedroom** shall be subject to a single **STRA License**. No **Person** shall own, **Market** or operate more than one **STRA** per **Premises**.
- 5.2 No **Person** shall:
- (a) Transfer or assign a **License**;
 - (b) Obtain a **License** by providing false or incorrect information; or
 - (c) Acquire any vested right in the continuance of a **License**.
- 5.3 No **Person** shall own, **Market**, or operate a **STRA**:
- (a) Without a **License**;
 - (b) Under any other name than **Licensee** identified in the **License** for the **STRA**;
 - (c) While the **License** for the subject **STRA** has been suspended, revoked, or expired;
 - (d) Except in accordance with the terms and conditions of the **License**;
 - (e) Except in accordance with this By-law; or
 - (f) In contravention of any type of Restriction or Order made by any government authority that would preclude, restrict and/or limit the occupation and/use of the **Premises** including any building thereon.
- 5.4 No **Person** shall own, **Market**, or operate a **STRA** that is being operated in:
- (a) A **Building** that does not contain a habitable room as defined in the **Zoning By-law**;
 - (b) A motor vehicle, **Trailer**, **Travel Trailer**, or **Tent**;
 - (c) **Community Housing**;
 - (d) A vessel or floating accommodation whether docked or not; or

- (e) A **Building** or **Dwelling Unit** if the operation or existence of a **STRA** has been prohibited under the **Zoning By-law**.
- 5.5 The occupancy of a **STRA** shall comply with the following regulations:
- (a) The maximum occupancy permitted for a **STRA** shall be two (2) **Persons** per **Bedroom** subject to subsection (b);
 - (b) An **Applicant** may in an application for a **License** request an increase to the maximum occupancy permitted under subsection (a) and such increase may be authorized in the applicable **License** whereupon the **Applicant** has demonstrated, to the satisfaction of the **Township**, that the sewage disposal system serving the **Premises** was designed and constructed in compliance with the Ontario Building Code to accommodate the maximum number of occupants requested by the **Licensee**;
 - (c) For the purposes of this section, the term **Person** shall not include children who are aged two (2) and under at the time of their occupancy of the **STRA**.
- 5.6 Within a Community Residential (R4) zone, any Waterfront Residential zone, or Waterbody Open Space zone under the **Zoning Bylaw**:
- (a) Every **Person** who owns, **Markets**, or operates a **STRA** shall cease all rentals for a minimum time period of seven (7) consecutive nights in each of the months of June, July and August of each year. This shall be referred to as the “**Summer Monthly Break**”. No **Person** shall operate a **STRA** during the **Summer Monthly Break**;
 - (b) Every **Person** who owns, **Markets**, or operates a **STRA** shall not provide their **STRA** to more than one (1) **Primary Renter** every six (6) consecutive night period within the time period of the Friday immediately preceding Victoria Day and ending on the Tuesday immediately following Labour Day of each year. This shall be referred to as the “**Summer Rental Frequency**”. No **Person** shall **Market** or operate a **STRA** in excess of the **Summer Rental Frequency**; and
 - (c) A calendar containing rental booking examples of above sections (a) and (b) are demonstrated in Schedule ‘C’ attached to this By-law.
- 5.7 Every **Person** who owns, **Markets**, or operates a **STRA** shall:
- (a) Ensure parking of motor vehicles or trailers by any **Renters** related to the operation of the **STRA** shall comply with all requirements as set out

in the **Zoning By-law**.

- (b) Ensure the **STRA** is operated in accordance with the maximum permitted occupancy identified in the **License**;
- (c) Ensure **Renters** comply with the **Renter's Code of Conduct**;
- (d) Display the **License** number on each online advertising method used by the **Owner** of a **STRA**;
- (e) Ensure that the **Owner** or **Responsible Person** is available to respond to an emergency or a contravention of any **Township** By-law by being physically at the **Short Term Rental Accommodation** within a period of no greater than one (1) hour from when communication is sent from the **Township** or an agent of the **Township**;
- (f) Provide the **Primary Renter** with a hard or electronic copy of the **Renter Information Package** which includes the following information:
 - a. Municipal address of the **STRA Premises**
 - b. **Responsible Person** name and contact information
 - c. Contact information and addresses for emergency services including but not limited to 911, Ontario Provincial Police Non-Emergency number, and nearest hospital providing emergency care
 - d. Contact information, addresses, and instruction for waste disposal
 - e. **Site Map**
 - f. **Floor Plan**
 - g. **Renter's Code of Conduct** (example attached as Schedule 'A' to this By-law)
 - h. Display the **License** in a prominent place in the **STRA** to which it applies
 - i. A schedule of **Township** common By-law offences and penalties
 - j. Boater Safety Information
 - k. Any other documents or specific rules or conditions imposed by an **Owner** or the **Township**.
- (g) Ensure to keep a record of each rental including: date of entry, length of stay, and confirmation of receipt of the **Renter's Code of Conduct** by the **Primary Renter** with such record readily available for inspection at all times by an **Officer** for the duration of the current license period plus two (2) months thereafter;

- (h) Maintain the **STRA** in a clean and sanitary condition, with adequate measures for the storage and disposal of garbage and waste. For the purposes of this subsection, adequate measures for the storage and disposal of waste shall mean a self-enclosed building, structure or container constructed of watertight material, located outside of the **STRA**, which is of a sufficient size that will store the garbage and waste generated by the **Premises** so as not to attract wildlife, until such garbage and waste is properly disposed of;
- (i) Ensure that the **STRA** is marketed and operated and used in such a fashion that the operation or use will not cause a breach or contravention of any other Municipal By-law, Provincial Law or Federal Law.

6.0 ISSUANCE OF LICENSES

- 6.1 Every application for a **License** will be reviewed by the **Department** to determine whether it meets the requirements of this By-law.
- 6.2 As part of the review of each **License** application, the application will be circulated to those **Agencies** and **Township** staff deemed necessary and/or relevant by the **Department**.
- 6.3 No **Person** shall be eligible to hold a **License** until all building permits issued in respect of the **Premises** have been closed and certificate of occupancy issued. For the purposes of this requirement a permit shall be considered to be closed where all requirements concerning the occupancy of the building(s) for which the permit(s) have been issued have been satisfied.
- 6.4 The **Director** may require a **Safety Inspection** of the **STRA** and associated **Premises** prior to making a determination on the application. In the instance of the requirement of the payment of **Fees** for such a **Safety Inspection**, the **Applicant** shall pay the **Fees** as required prior to the **Safety Inspection**.
- 6.5 **Licenses** issued pursuant to this By-law are conditional upon compliance of the **Premises** with all Municipal By-laws and all applicable Provincial Laws and Regulations and any conditions imposed to the holding of the **License**.
- 6.6 Any **Licensee** for a **STRA** shall indemnify and save harmless the **Township** from any and all claims, demands, causes of action, loss, costs, or damages that the **Township** may suffer, incur, or be liable for resulting from the performance or non-performance of the **Licensee** as set out in the By-law

whether with or without negligence on the part of the **Licensee**, the **Licensee's** employees, directors and agents.

7.0 TERM OF LICENSES

7.1 A **License** shall expire upon the earliest of the following events:

- (a) The date that is one (1) year after the date of the issuance of the **License**;
- (b) Upon the sale of a **Premises** to a **Person** other than the **Licensee**;
- (c) If the **Licensee** wishes to close/abandon the **License**; or
- (d) An earlier date as indicated on the **License**.

7.2 A **Licensee** is only eligible for the renewal or extension of an existing **License** when the **Licensee** has provided an application to the **Township**.

8.0 SUSPENSIONS, REFUSALS, REVOCATIONS

8.1 If a **Licensee's** policy of liability insurance expires, is cancelled, or otherwise terminated, then the applicable **License** shall be automatically suspended effective on the date of such expiration, cancellation, or termination and shall remain so until such insurance has been reinstated.

8.2 An administrative suspension of a **License** without a hearing shall be imposed if the **Township** is satisfied that the continuation of the business poses an immediate danger to the health and safety of any **Person** or any **Premises**.

- (a) Before any suspension is imposed, the **Township** shall provide the **Licensee** with the justification for suspension in writing; and
- (b) Any suspension imposed under this section shall be effective immediately upon notification being given to the **Licensee**, such suspension may be lifted at the discretion of the **Township**.

8.3 A suspension, refusal or revocation of a **License** can occur when, but not limited to:

- (a) The past or present conduct of any **Person**, including the officers, directors, employees or agents of a corporation affords reasonable cause to believe that the **Person** will not carry on or engage in the business in respect of which the application is made in accordance with the law;

- (b) The **Applicant** or **Licensee** has past breaches or contraventions of any law or any provision of this By-law or any other municipal By-law or Provincial or Federal Statute associated with the carrying on of such business;
 - (c) The **Licensee** or **Owner** has outstanding fines, penalties, legal costs, disbursements, property taxes and late payment charges owing to the **Township** or other Government Authority for the subject **Premises**;
 - (d) The **Applicant** or **Licensee** has failed to comply with any term, condition or direction of the **Department** or **Officer** or has failed to permit any investigation by the **Department** or **Officer**;
 - (e) The **Applicant** or **Licensee** has failed to comply with the requirements set out in this By-law or any of the applicable Schedules to this By-law;
 - (f) The issuing of a **License** would be contrary to the public interest with respect to health and safety, consumer protection, or nuisance control;
 - (g) The **Applicant** or **Licensee** has submitted an application or other documents to the **Township** containing false statements, incorrect, incomplete or misleading information;
 - (h) The **Applicant** or **Licensee** is carrying on or engaging in activities that are, or will be, if the **Applicant** is licensed, in contravention with this By-law or any other law;
 - (i) The **Applicant** or **Licensee** has not paid the required **License Fees**;
 - (j) The **Applicant** or **Licensee** has accumulated fifteen (15) demerit points against the **Premises**.
- 8.4 The **Director** and/or **Department** may suspend, refuse or revoke a **License**, where the **Applicant** or **Licensee** would not be entitled to a **License** on any grounds set out in this By-law.
- 8.5 Where the application for a **License** has been suspended, refused or revoked, the **Fees** paid by the **Applicant** or **Licensee**, in the respect of the **License** and all required inspections, shall not be refunded.

8.6 Where a **License** has been suspended or revoked, the **Licensee** shall return the **License** to the **Township** within two (2) days of service of the notice of decision.

8.7 No **Person** shall fail to return a suspended or revoked **License** within the time period pursuant to Section 8.6.

9.0 **DEMERIT POINT SYSTEM**

9.1 A demerit point system is established as follows to options otherwise available to enforce this By-law or any other By-law of the municipality or Provincial Act or Regulation including, but not limited to, administrative penalties as set out in this By-law and actions pursuant to the Building Code Act, Fire Protection and Prevention Act and the Provincial Offences Act;

9.2 The number of demerit points referenced in Schedule "B" of this By-law will be assessed against a **STRA** or associated **Premises** in respect to the matter noted in Column 1 upon one of the following events respecting a contravention has occurred:

- (a) The expiry of the period for appealing a fine imposed pursuant to Part I, Part II or Part III of the Provincial Offences Act;
- (b) The expiry of the period for appealing against a conviction in the Ontario Court of Justice;
- (c) The confirmation of an administrative penalty; or
- (d) The confirmation of an order or notice.

9.3 Demerit points shall remain in place until the three (3) year anniversary of the date on which the demerit points were imposed.

9.4 If the total of all demerit points in effect respecting a **STRA** or associated **Premises** is at least ten (10), the **Owner** shall submit a document outlining satisfactory measures that shall be implemented so as to mitigate further instances of the levying of demerit points.

9.5 If the total of all demerit points in effect respecting a **STRA** or associated **Premises** is at least fifteen (15), the **Officer** will issue a **Notice of Suspension** of the **License**.

- (a) Any **Person** who has been issued a **Notice of Suspension** can appeal the decision as set out in Section 11.2;

- (b) Notice shall be provided by registered mail or email transmission at the address provided on the most recent **License** application;
- (c) The provision of notice shall be deemed to be sufficient notice with, or without confirmation of receipt of the notice;
- (d) The **Fee** payable by the **Owner** for the meeting shall be as set out in the **Township's Fees and Charges By-law**;
- (e) If an appeal of the suspension is heard, the **Appeals Committee** may confirm, modify or rescind the decision of suspension.

10.0 ORDERS

- 10.1 Service of any notice or **Order** under this section shall be carried out by personal service, registered mail or email transmission to the **Licensee** at the address or email address set out in the most recent application received by the **Township**.
- 10.2 An **Officer** who is unable to serve an **Order** pursuant to this By-law shall place a placard containing the **Order** in a conspicuous place on the **Premises** and the placing of the placard shall be deemed to be sufficient service. The placing of the placard containing the **Order** shall be deemed to be served on the date of the placing of the placard.
- 10.3 Upon determination that a contravention of the provisions of this By-law has occurred, an **Officer** may issue the required notice and/or **Order**.
- 10.4 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 **Licensee** setting out the reasonable particulars of the contravention and directing:
 - (a) Compliance within a specified period of time;
 - (b) 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 **Licensee's** expense, and the **Township** may recover the expense in the same manner as municipal taxes;
or
 - (c) The activity be discontinued.
- 10.5 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 effect.

10.6 Every **Person** shall comply with an **Order**.

11.0 APPEALS

11.1 With the exception of Section 8.2, when a **License** is suspended, refused, or revoked, written notice shall be given to the **Licensee**.

11.2 If a **Person** or corporation is not satisfied with the terms of an **Order** or decision including a suspension, refusal, or revocation, of the **Director** and / or **Department** they may request an appeal to be heard by the **Township Appeals Committee** by submitting an appeal form within 30 calendar days of receiving the **Order** or decision and upon paying the prescribed fee as set out in the **Township of Muskoka Lakes Fees and Charges By-law**.

11.3 Matters subject to an appeal, as outlined in this By-law, shall be heard in compliance with the rules and regulations as set out for them, by the **Township Appeal Committee**.

11.4 Matters, notices, orders and communications related to non-compliance under a Federal or Provincial Law, Regulation or another Municipal By-law, or an order of the **Medical Officer of Health** are not appealable to the **Township Appeal Committee** under this By-law.

12.0 INSPECTION AND RIGHTS TO ENTRY

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

- (a) This By-law is complied with;
- (b) The **License**, or the term or condition of a **License**, or term or condition of this By-law is complied with;
- (c) The **Township** approved **Floor Plan** and **Site Map** are complied with; or
- (d) An **Order** is complied with.

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

- (a) Require the production for inspection of documents or things relevant to the inspection;

- (b) Inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - (c) Require information from any **Person** concerning a matter related to the inspection; and
 - (d) Alone or in conjunction with a **Person** possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
- 12.3 All documents and records shall be filed in an appropriate manner for review by the **Officer** upon request.
- 12.4 A receipt shall be provided for any document or thing removed under this By-law and the document or thing shall be promptly returned after the copies or extracts are made.
- 12.5 A sample taken under this By-law shall be divided into two parts, and one part shall be delivered to the **Person** from whom the sample is taken, if the **Person** requests at the time the sample is taken and provides the necessary facilities.
- 12.6 If a sample is taken under this By-law and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the **Person** from whom the sample was taken.

13.0 OFFENCES AND PENALTIES

- 13.1 Every person who contravenes any provision of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of this By-law by the corporation is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P.33.
- 13.2 Every person who contravenes a provision of this By-law shall, upon the issuing of a Penalty Notice under the Administrative Monetary Penalty System By-law, be liable to pay the Township an Administrative Monetary Penalty in the amount set out in the Administrative Monetary Penalty System By-law.
- 13.3 Every person who contravenes the provisions of any section of this By-law, is guilty of an offence under the provisions of the Municipal Act, 2001, S.O. 2001, c. 25 as amended and is liable upon conviction to a penalty where a maximum fine shall not exceed \$100,000 exclusive of costs under the provisions of the Municipal Act, 2001, S.O. 2001, c. 25 as amended.

- 13.4 Every director or officer of a corporation who contravenes any provisions of this By-law is guilty of an offence under the provisions of the Municipal Act, 2001, S.O. 2001, c. 25 as amended and is liable upon conviction to a penalty where a maximum fine shall not exceed \$100,000 exclusive of costs under the provisions of the Municipal Act, 2001, S.O. 2001, c. 25 as amended.
- 13.5 Every person who contravenes the provisions of any section of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of this By-law by the corporation is guilty of an offence under the provisions of the Municipal Act, 2001, S.O. 2001, c. 25 as amended and is also liable for a special fine in circumstances where there is an economic advantage or gain from the contravention of this By-law and the maximum amount of the special fine may exceed \$100,000.
- 13.6 If there is a contravention of any provision within this By-law, and the contravention has not been complied with or corrected, the contravention of the provisions shall be designated as a continuous offence for each day or part of a day that the contravention remains uncorrected;
- 13.7 For the purposes of this By-law, if there is an offence respecting two or more acts or omissions, each of which separately constitutes an offence and is a contravention of the same provision of this By-law, then the offence is deemed to be a multiple offence.
- 13.8 For the purpose of continuous offences, every person who contravenes any provision of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of this By-law by the corporation, is guilty of an offence and is liable upon conviction to a penalty not exceeding \$10,000 per day or part thereof, exclusive of costs, under the provisions of the Municipal Act, 2001, S.O. 2001, c. 25 as amended.
- 13.9 For the purpose of multiple offences, every person who contravenes any provision of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of this By-law by the corporation, is guilty of an offence and is liable upon conviction to a penalty not exceeding \$10,000 per offence, exclusive of costs under the provisions of the Municipal Act, 2001, S.O. 2001, c. 25 as amended.
- 13.10 Notwithstanding Section 13.8 and 13.9, and in accordance with the provisions of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, the total of all fines for continuous offences or multiple offences is not limited to \$100,000.

13.11 If an **Order** has been issued, and the **Order** has not been complied with, the contravention of the **Order** shall be designated as a continuous offence for each day or part of a day that the **Order** is not complied with.

14.0 OBSTRUCTION

14.1 No **Person** shall hinder, interfere with or otherwise obstruct, either directly or indirectly, an **Officer**, employee or agent of the Township of Muskoka Lakes and/or agent in the lawful exercise of their authority under this By-law.

14.2 Any **Person** who has been alleged to have contravened any of the provisions of a By-law passed under the Municipal Act, 2001, as amended shall identify themselves to the **Officer** upon request. Failure to do so shall be deemed to have obstructed or hindered the **Officer** in the execution of the **Officer's** duties.

14.3 No **Person** shall knowingly furnish false information in any form to the **Officer** with respect to this By-law.

15.0 COLLECTION OF UNPAID FINES

15.1 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, including any extension of time for payment ordered under that Section, the **Department** may:

(a) 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 twenty-one (21) days after the date of the notice.

15.2 If the fine remains unpaid after the final date specified in the notice, the fine is deemed to be unpaid taxes pursuant to Section 441.1 of the Municipal Act and may be added to the **Owner's** tax roll and collected in the same manner as Property taxes.

16.0 SEVERABILITY AND VALIDITY

16.1 If a Court of competent jurisdiction should declare 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 it is hereby declared that the remainder of the By-law shall be valid and shall remain in force.

16.2 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.

17.0 SCHEDULES

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

18.0 SHORT TITLE

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

19.0 TOWNSHIP NOT LIABLE

19.1 The **Township** assumes no liability for property damage or personal injury resulting from remedial action, remedial work and enforcement undertaken with respect to any **Person** or property that is subject of this By-law.

20.0 EFFECTIVE DATE

20.1 This By-law shall come into force and take effect on April 16th, 2025 save and except for the sections set out in subsection 20.2.

20.2 The following subsections shall come into force and take effect as follows:

(a) subsection 5.6 - May 1, 2026.

21.0 REPEAL

21.1 By-laws 2024-086 and 2024-116 are hereby repealed.

**BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 16th DAY OF April, 2025.**

THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

Peter Kelley, Mayor

Crystal Paroschy, Clerk

CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

SCHEDULE “A” OF BY-LAW 2025-XX

Renter’s Code of Conduct

1. Purpose of the Code

The purpose of the Renter’s Code of Conduct is to acknowledge that STRA premises are permitted in residential neighbourhoods and that the permanent residents of these neighbourhoods have the right to enjoy their own properties without nuisance. It also outlines specific requirements for STRA’s and imposes responsibilities for both Owners and Renters of such properties and those Owners bear the primary responsibility of conveying this information to renters of their property.

2. Objective 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 their neighbours and the neighbourhood.

3. Residential Area

The Renter acknowledges for themselves and on behalf of others that they will be occupying a STRA that is located in a residential area.

4. Guiding Principles

The guiding principles for STRA renters are:

- (a) The Premises that you are occupying is a home;
- (b) Treat the Premises as your own; and
- (c) Respect your neighbours;

5. 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 as described within the current Township of Muskoka Lakes Noise By-law. Failure to comply with the conditions of the Township Noise By-law may result in an administrative penalty or other legal action being taken.

6. Fireworks

No person shall set off fireworks anywhere within the boundaries of the Township of Muskoka Lakes unless it is in compliance with the Township’s

Fireworks By-law. The only days fireworks are permitted to be set off are as follows (Excerpt from the Fireworks By-law):

- (a) Victoria Day and the Saturday and Sunday of that same holiday weekend;
- (b) Canada Day and,
 - (i) Where Canada Day falls on a Monday or Tuesday, the preceding (before) Saturday and Sunday;
 - (ii) Where Canada Day falls on a Wednesday, Thursday or Friday, the proceeding (following) Friday and Saturday; and,
- (c) New Years Eve/Day as per the time limits as set out in Section 3.3 of this By-law

7. Access and Parking:

Please familiarize yourself and your guests with respect to parking for the Premises to ensure ease of access. All STRAs have parking requirements as part of the licensing process. If the Premises is water access only, please ensure that the area identified for vehicular parking is utilized in accordance with the license.

8. Recycling and Garbage:

Please familiarize yourself and your guests with the Site Map, including the provisions that have been made for waste management and the day of the week in which waste collection is scheduled. Information on waste management provided by the District of Muskoka such as curbside collection and locations of transfer and landfill stations is available on the District of Muskoka website.

9. Dwellings on Lots on Private Sewage Disposal Systems:

The maximum occupancy of a STRA is two persons per bedroom. If the Owner can demonstrate to the satisfaction of the Township that the sewage system at the Premises is designed to service more than this number, the Township may increase the maximum occupancy on the issued STRA license. Children aged two and under shall not be included in the occupancy number. Exceeding the maximum occupancy on the STRA license may result in the malfunctioning of the septic system and pollution of the ground water system.

10. Open Air Fires:

All STRA's shall conduct open air fires in accordance with the provisions of the Township's Burning By-law. Please ensure that if conducting any open air burn during the day in the "burning season" (April 1st-October 31st) that a permit has been obtained by the owner.

11. Fire and Occupant Safety:

All STRAs shall have operating smoke alarms. In STRAs 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 each sleeping area. Further, the Owner shall test the alarms after each tenancy to verify the alarms 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.

12. Boating and On Water Safety:

All owners of STRAs shall provide a document outlining safety measures if conducting any activities on or in the waterways of the Township of Muskoka Lakes. Please familiarize yourself with this information and ensure that all regulations and rules are followed during your stay. Please be aware that the OPP regularly patrol the waterways and if found not following the regulations or rules set out by the Provincial Government or Federal Government you are subject to further enforcement action by the necessary enforcement agency.

13. Owner's Additional Responsibilities

All owners and renters of STRAs are responsible for compliance with all other Township of Muskoka Lakes By-laws (including, but not limited to the following: Noise By-law, Burning By-law, etc.).

I have read the above, and the terms of the STRA Licensing By-law and License, and undertake to provide the Primary Renter occupying my STRA with a copy of the Renter's Code of Conduct. I also realize that a violation of the Renter's Code of Conduct may result in administrative penalties, legal action or the suspension or revocation of the STRA license for my property.

Signature of Owner (Licensee)

Date

CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

SCHEDULE “B” OF BY-LAW 2025-XX

DEMERIT POINT SHORT FORM WORDINGS AND ASSOCIATED POINTS

Table 1		
Column 1	Column 2	Column 3
Infraction	Reference	Demerit Points
Fire Protection and Prevention Act, 2007/ Fire Code	FPPA Confirmed Order	15
Building Code Act, 1992 Build or construct without a permit	BCA Confirmed Order	15
Fail to notify Department of changes	Section 4.2	5
Own, Market or operate more than one STRA on the same Premises	Section 5.1	10
Transfer or assign STRA License without approval	Section 5.2(a)	5
Obtain License by providing false or incorrect information	Section 5.2(b)	10
Own, Market or operate STRA without a License	Section 5.3(a)	10
Own, Market or operate under name other than on License	Section 5.3(b)	10
Own, Market or operate STRA while under suspension or revoked	Section 5.3(c)	15
Own, Market or operate not in accordance with By-law	Section 5.3(e)	10
Operate STRA in contravention of Restriction or Order	Section 5.3(f)	15
Own, Market or operate STRA in structure that does not have a habitable room	Section 5.4(a)	5
Own, Market or operate STRA in motor vehicle, trailer, travel trailer or tent	Section 5.4(b)	5
Own, Market or operate STRA in community housing	Section 5.4(c)	5
Own, Market or operate STRA in a vessel or floating accommodation	Section 5.4(d)	5

Own, Market or operate STRA in building or unit where STRA has been prohibited	Section 5.4(e)	5
Operate STRA during Summer Monthly Break	Section 5.6(a)	5
Market or operate STRA in excess of Summer Rental Frequency	Section 5.6(b)	5
Fail to ensure STRA operates in accordance with parking provisions	Section 5.7(a)	5
Fail to ensure STRA operates in accordance with maximum permitted occupancy	Section 5.7(b)	10
Fail to ensure STRA operates in accordance with Renters Code of Conduct	Section 5.7(c)	5
Fail to display License number on advertisement	Section 5.7(d)	5
Fail to ensure Owner or Responsible Person is available	Section 5.7(e)	5
Fail to provide Primary Renter with complete information package	Section 5.7(f)	5
Fail to keep required rental records	Section 5.7(g)	5
Fail to maintain STRA in clean and sanitary condition	Section 5.7(h)	5
Breach or contravene other municipal By-law, Provincial law or Federal law	Section 5.7(i)	5
Fail to comply with an Order	Section 10.6	10
Hinder or Obstruct Officer, Employee or Agent	Section 14.1	10

CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

SCHEDULE 'C' of BY-LAW 2025-029

CALENDAR EXAMPLE OF SUMMER MONTHLY BREAK AND SUMMER RENTAL FREQUENCY

June

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6 RENTAL NIGHT 1	7 RENTAL NIGHT 2
8 RENTAL NIGHT 3	9 BREAK NIGHT 4	10 BREAK NIGHT 5	11 BREAK NIGHT 6	12 6 NIGHT INTERVAL BEGINS AGAIN NIGHT 1	13 RENTAL NIGHT 2	14 RENTAL NIGHT 3
15 RENTAL NIGHT 4	16 BREAK NIGHT 5	17 BREAK NIGHT 6	18 6 NIGHT INTEVAL BEIGNS AGAIN NIGHT 1	19 NIGHT 2	20 RENTAL NIGHT 3	21 RENTAL NIGHT 4
22 RENTAL NIGHT 5	23 ONE WEEK BREAK NIGHT 1	24 ONE WEEK BREAK NIGHT 2	25 ONE WEEK BREAK NIGHT 3	26 ONE WEEK BREAK NIGHT 4	27 ONE WEEK BREAK NIGHT 5	28 ONE WEEK BREAK NIGHT 6
29 ONE WEEK BREAK NIGHT 7	30					