



City of Port Moody

CONSOLIDATED FOR CONVENIENCE

Bylaw No. 3000

A Bylaw to provide for the licensing and regulation of businesses in the City of Port Moody.

The Council of the City of Port Moody enacts as follows:

1. Citation

- 1.1 This Bylaw may be cited as “City of Port Moody Business Licensing and Regulation Bylaw, 2015, No. 3000.”

2. Repeal

- 2.1 City of Port Moody Business Licensing Bylaw, 1980, No. 1508 and all amendments thereto are hereby repealed.

3. Interpretation

- 3.1 Unless otherwise provided in this Bylaw, words and phrases used herein have the same meanings as in the *Community Charter*, or *Local Government Act*, as the context and circumstances may require.
- 3.2 A reference to a statute in this Bylaw refers to a statute of the Province of British Columbia unless otherwise indicated, and a reference to any statute, regulation, bylaw or other enactment refers to that enactment as it may be amended or replaced from time to time.
- 3.3 Headings in this Bylaw are for convenience only and must not be construed as defining or limiting its scope or intent.

4. Definitions

- 4.1 In this Bylaw, unless the context otherwise requires:

Acupuncture Clinic means any premises in which clients receive treatments exclusively from **Acupuncturists**.

Acupuncturist means a person who pierces any part of a client’s body with needles as a means of treating disease, pain, or addiction.

Body Work means the kneading, rubbing, massaging, manipulating, touching, or stimulating by any means of the human body by any person for remuneration and includes, but is not limited to: shiatsu, reflexology, biokinesiology, hellerwork, acupressure, reiki, rolfing, and trager approach, but does not include medical,

therapeutic, or cosmetic massage treatment given by any person duly licensed or registered under any Statute in the Province of British Columbia governing the foregoing activities.

Body Work Studio means any premises in which **Body Work** occurs.

Business means the carrying on of a commercial or industrial undertaking of any kind or nature, or the providing of professional, personal or other services for the purpose of gain or profit, other than **Taxbuyer**; and does not include any activity carried on by the government, its agencies, or government owned corporations.

Amended
by BL3189

Cannabis Retail means the retail sale of non-medical cannabis for which a licence has been issued under the Provincial Cannabis Control and Licencing Act (Bill 30) and that is only authorized to sell federally-approved cannabis products which include dried cannabis, cannabis oil, and cannabis seeds.

Amended
by BL3189

Cannabis Retail Store means any premise in which **Cannabis Retail** occurs.

City means the City of Port Moody.

Contractor means a person who carries on the **business** of performing work upon an **improvement**, or of placing or furnishing materials therefor, or both.

Chief of Police means the Chief Constable of the Port Moody Police Department or his/her designate.

Dating Service means any person carrying on the **business** of providing information to persons desirous of meeting other persons for the purpose of social outings.

Added by
BL3264

Dwelling Unit means one or more habitable rooms, constituting one self-contained unit with a separate entrance, used or intended to be used as a residence by one (1) or more persons and containing cooking, eating, living, sleeping, and sanitary facilities.

Electronic Gaming means any activity or game of chance which offers potential payment of money or other valuable consideration, and is carried out or played on an electronic or mechanical device or machine, but excluding the purchase and sale of lottery tickets pursuant to a government lottery scheme.

Employee means and includes a person actually engaged on a full-time or part-time basis in the operation of a **business** whether employed on a salaried, commission, or other basis, and also includes any partners or principals engaged in the operation of a **business**.

Health Officer means the person appointed as Health Officer by the Health Authority.

Improvement includes anything made, constructed, erected, built, altered, repaired, or added to, in, upon, or under land, and attached thereto, or intended to become part thereof, and also any clearing, excavating, digging, drilling, tunnelling, filling, grading, or ditching of, in, upon, or under land.

Licence Inspector means a person appointed from time to time by the **City** as a **Licence Inspector** for the **City**, or his/her designate.

Added by
BL3264

Market Rental Apartment means a Multi-Residential Building that consists of five (5) or more rental **dwelling units** where rental costs are based on current market prices.

Massage Therapist means a person who is registered and in good standing as a massage therapist by the College of Massage Therapists of British Columbia, and who is permitted to perform massage therapy in accordance with the Health Professions Act, and who can provide a certified copy of a valid and current licence issued by the College of Massage Therapists of British Columbia.

Massage Therapy Clinic means any premise in which clients receive treatments exclusively from **Massage Therapists**.

Mobile Food Truck means a self contained vehicle used to prepare and sell food to the public.

Added by
BL3264

Multi-Residential means a residential use where the building consists of two (2) or more dwelling units, including semi-detached, triplex, quadruplex, townhouse, and **apartment** forms.

Non-Resident Business means a **business**, other than a **Resident Business**, carried on within the **City**, or with respect to which any work or service is performed within the **City**.

Physiotherapist means a person registered and in good standing with the College of Physical Therapists of British Columbia, and who can provide a certified copy of a valid and current licence issued by the College of Physical Therapists of British Columbia.

Physiotherapy Clinic means any premise in which clients receive treatments exclusively from **Physiotherapists**.

Post Office Box Rental Agency means any premise containing one (1) or more post boxes made available for rent, lease, sale, or possession to a person who is not normally an occupant of the premise, but does not include Canada Post.

Resident Business means a **business** carried on in or from premises within the **City**.

Added by
BL3264

Residential Tenancy Act means Chapter 78 of the Statutes of British Columbia 2002 and any successor legislation dealing with the relationship between residential landlords and their **tenants**.

Social Escort Service includes any person carrying on the **business** of providing or furnishing male escorts or female partners for social occasions.

Taxbuyer means any person carrying on the **business** of purchasing, or otherwise acquiring, by way of assignment or any other method, another person's right to claim and receive a refund of tax paid pursuant to the *Income Tax Act of Canada* which is due to such other person, but shall not include a person licensed under any statute other than the *Community Charter* to perform that or a similar function.

Added by
BL3264

Tenant refers to a person or persons who has the right of exclusive possession of a **dwelling unit**.

Added by
BL3264

Tenancy Agreement means an agreement, whether written or oral, express or implied, between a landlord and **tenant** respecting possession of a rental unit, use of common areas, and services and facilities.

5. Business Licences

- 5.1 Every person carrying on, maintaining, owning, or operating with the **City** any profession, **business**, trade, occupation, calling, or undertaking shall hold a subsisting licence therefor from the **City**, and shall pay therefor the fee specified in the City of Port Moody Fees Bylaw in respect thereof, which fee shall in all cases be paid in advance. The words “person engaged in the profession, **business**, trade, occupation, calling, or undertaking” when used in the Fees Bylaw shall include any persons connected with the **business** in any manner whatsoever, whether as an owner, partner, **employee**, servant, or agent or in any other capacity.
- 5.2 Every person who carries on, maintains, owns, or operates, within the **City**, any profession, **business**, trade, occupation, calling, or undertaking in or from more than one (1) branch, office, place, premise, or store, shall obtain a separate licence for each branch, office, place, premise, or store.
- 5.3 The **Licence Inspector** shall have the power to grant, issue, or transfer licences as provided in this Bylaw and subject to the provisions of Section 60 of the *Community Charter*.
- 5.4 Every licence issued pursuant to the provisions of this Bylaw shall state that the name of the licence holder is licensed to carry on the profession, **business**, trade, occupation, calling, or undertaking stipulated in the licence, in a lawful manner for the period specified at the place stated.
- 5.5 Every licence issued under this Bylaw shall be delivered to the person licensed, who shall post and keep posted the licence in a conspicuous place on the premises or on the article in respect of which the licence is issued, and in the case where the licence holder has no business premises, the licence shall be carried upon his/her person at all times when he/she is engaged in the **business** for which the licence was issued in the **City**. Any person failing to post and keep posted the licence as required by this Bylaw, or failing to carry the licence upon his/her person as required, shall be guilty of an offence and liable for the penalty as provided in this Bylaw.
- 5.6 The application for a licence for the first time shall be on an application form provided for that purpose and shall be signed by the owner of the **business** or his/her duly authorized agent, provided that in the case of partnerships or multiple owners, any one (1) of such owners or partners may apply and such owner or partner applying shall be deemed to be the duly authorized agent of all the members of the partnership.

- 5.7 The completion and submission of an application form is not required for the renewal of the business licence provided that the business licence is renewed before it has expired and there have been no changes in (i) the address of the **business**, (ii) the nature or classification of the **business**, (iii) the premises in which the **business** is being carried out, and where applicable, (iv) the floor or ground area of the premises of the **business**, and (v) the number of people engaged in the **business**.
- 5.8 a. The application form shall be delivered to the **Licence Inspector** and shall be accompanied by the fee prescribed in the Fees Bylaw.
- b. Where an applicant desires to apply for more than one (1) licence, the particulars of each and every licence applied for may be set forth on one (1) application without the necessity for the completion of separate application forms for each **business** for which a licence is sought.
- c. Notwithstanding subsections (a) and (b), the **Licence Inspector** is hereby authorized to modify the forms prescribed, or any of the administrative procedures prescribed, and to require such additional information as may be deemed necessary by him/her when dealing with any owner applying for a licence pursuant to this Bylaw.
- 5.9 All fees paid pursuant to the provisions of this Bylaw shall be deemed to be monies paid to the **City** and shall forthwith be paid to the General Manager of Financial Services of the **City** who shall deal with same in the manner provided by the *Community Charter*.
- 5.10 All applications for licences shall give a full description in detail of the premises in or upon which the applicant intends to carry on a **business** for which he/she has made the application, and no person to whom the licence has been granted shall carry on a **business** upon any premises other than those set forth in the said application without first making an application under this section for a new licence, or for a transfer of such licence as provided in this Bylaw.
- 5.11 All premises in or upon which the applicant for licence proposes to carry on **business** and/or all vehicles used in connection therewith shall, before any such licence is granted for such premises or for such vehicle, first be approved by the **Licence Inspector**, who may in his/her discretion, also require such premises or vehicles to be approved by the **Health Officer**, the Building Official, the local Fire Prevention Officer, the Liquor Control and Licensing Board Inspector, the **Chief of Police**, or any **City** official as he/she deems fit.
- 5.12 All applications for licences under this Bylaw shall be made to the **Licence Inspector** on an application form provided for that purpose, and the applicant shall on that form make a true and correct statement in writing disclosing the nature and character of the profession, **business**, trade, occupation, calling, or undertaking to be carried on, maintained, owned, or operated by the applicant, the address of such profession, **business**, trade, occupation, calling, or undertaking, the number of persons engaged or occupied in such profession, **business**, trade, occupation, calling, or undertaking, the number of distinctive

lines of goods sold or offered for sale, and the seating capacity or number of tables available for the purpose of such profession, **business**, trade, occupation, calling, or undertaking, and any other information concerning the profession, **business**, trade, occupation, calling, or undertaking which the **Licence Inspector** may require, and any person failing to do so, or any person guilty of concealing any material fact which under the provisions of this Bylaw should be disclosed in the said application as set out in this Bylaw shall be deemed to be guilty of an offence and shall be liable to the penalties provided in this Bylaw.

- 5.13 Before a licence shall be granted to any person for the purpose of holding or exhibiting within the **City** any circus, menagerie, show, or carnival, with or without ferris wheels, merry-go-rounds, or other similar devices, such person shall at his/her own cost and expense obtain and maintain in force for as long as the said circus, menagerie, show, or carnival remains within the **City**, with an Insurance Company authorized and licensed to carry on **business** and having an office in the Province of British Columbia, and in a policy of insurance acceptable to and approved in writing by the **City**, the following insurance with limits on an occurrence basis not less than those shown in respective items following:
- a. Comprehensive Public Liability Insurance and Property Damage Insurance providing coverage not less than two million dollars (\$2,000,000.00) inclusive against liability for bodily injury or death and/or damage to property on an all risk occurrence basis;
 - b. Automobile Insurance for Public Liability and Property Damage providing coverage not less than two million dollars (\$2,000,000.00) inclusive on owned, non-owned or hired vehicles.

In all policies of insurance (except automobile insurance on vehicles owned by the insured), the **City** shall be named as an additional insured. Such insurance shall contain a Cross Liability Endorsement stating that in the event of bodily injury, sickness or disease, including death, at any time resulting therefrom, or damage or destruction of property belonging to any one (1) of the insured for which another insured is or may be held liable, then this policy shall cover such insured against whom claim is made or may be made the same as if separate policies had been issued for each insured, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would be liable if there had been only one (1) name insured. All policies shall provide that no cancellation, expiration, or material change in the policy shall become effective until after thirty (30) days' notice of such cancellation, expiration, or change shall have been given to the **City** by return registered mail.

- 5.14 No licence shall be issued to any applicant if the use for which the licence is sought would be in violation of any provisions of any of the Bylaws of the **City**.
- 5.15 a. Business licences shall be issued annually so as to take effect on the first day of January and to terminate on the 31st day of December in each year and the licence fee prescribed in the Fees Bylaw shall be reduced by one

half in respect of the person who becomes liable to be licensed after the 31st day of July in any year for that year.

No reduction in the annual business licence fee shall be made on account of any person ceasing to do **business** at any particular time.

- b. Subject to Section 59 of the *Community Charter*, the period for a licence in respect of a theatre, including drive-in theatre, amusement hall, music hall, opera house, rink, amusement park, or other place of amusement, entertainment, or exhibition, may be six (6) months, three (3) months or one (1) day, and the period requested shall be by written application over the signature of the applicant.
 - c. Subject to Section 59 of the *Community Charter*, the period for a licence with respect to a circus, horse show, dog show, pony show, exhibition, or other itinerant show or entertainment, when held elsewhere than a licensed theatre or other licensed place, shall be one (1) day.
- 5.16
- a. No person shall change his/her place of **business** without first obtaining a transfer of his/her licence in respect thereto and the particulars of such transfer shall be endorsed on the licence by the **Licence Inspector** and any person changing his/her place of **business** without first obtaining such a transfer shall be guilty of an offence under this Bylaw and shall be liable to the penalties set forth in this Bylaw.
 - b. No reduction in the annual business licence fee shall be made on account of any person ceasing to do **business** at any particular time.
 - c. Where the licence fee for any profession, **business**, trade, occupation, calling, or undertaking licensed under this Bylaw is based on the number of persons engaged in the profession, **business**, trade, occupation, calling, or undertaking, or the number of apartments or rooms, or in whatsoever manner the licence fee is based, no person shall change the number of persons engaged in the profession, **business**, trade, occupation, calling, or undertaking, or the number of apartments or rooms or any other condition upon which the said licence fee is based without first making an application in every material respect the same as that required to obtain a licence as set forth in this Bylaw as a result of such changes; and the powers, conditions, requirements, and procedures contained in this Bylaw relating to the granting and refusal of licences and appeals, shall apply to all such applications.
- 5.17
- a. The **Licence Inspector** is delegated the power to suspend any licence for the period he/she decides if the holder of the licence commits any of the acts specified in Section 60 of the *Community Charter*.
 - b. Nothing in this Bylaw abrogates or restricts the authority of Council of the **City** or the **Licence Inspector** to refuse or revoke a business licence in accordance with the *Community Charter*.

- c. When the **Licence Inspector** has suspended a licence, he/she shall forthwith give the person whose licence has been suspended written notice of the suspension, and this notice shall be served personally on the person whose licence has been suspended or it shall be sent by registered mail to the address given by the person whose licence has been suspended on the application for licence form, or to such other address as the person whose licence has been suspended gives in writing from time to time with the consent of the **Licence Inspector**, and no person shall carry on a **business** for which a licence is required by this Bylaw during the period of suspension of such licence.

5.18 Every licensee under this Bylaw shall permit reasonable access to the premises to the **Licence Inspector** and all persons duly authorized by the **City** for the purpose of determining the fitness of the premises for a licence pursuant to this Bylaw, and to ascertain whether the provisions of this Bylaw are being complied with.

Amended
by BL3117

5.19 No business can operate outside the conditions of use printed on the Business Licence Permit.

6. Business Regulations

6.1 Dating Service

6.1.1 Every person or individual carrying on the **business** of, or operating, a **dating service** shall:

- a. supply the **Licence Inspector** with the name, age, address, and description of every individual proposed to be employed or engaged in the said **business**;
- b. notify the **Licence Inspector** within seventy-two (72) hours of any change in the personnel employed or engaged in the said **business**; and
- c. maintain a written record of all individuals registered with the **dating service** showing their name and address, and the individual to whom they have been referred for a social engagement and shall upon request make such list available for inspection by the **Licence Inspector** or the **Chief of Police**.

6.2 Post Office Box Rental Agency

6.2.1 Every person carrying on the **business** of, or operating, a **Post Office Box Rental Agency** must:

- a. maintain a complete and accurate written record of the name and residential address of every customer who rents, leases, owns, has possession of, or has the use of a post box into which mail is deposited;

- b. obtain from every customer a statement of whether or not the customer intends to use the post box for **business** purposes, and include that statement as part of the customer's record;
- c. where the customer is a corporation, firm, or business proprietorship, maintain, as part of the customer's record and in addition to the information referred to in clause (a), an accurate written record of the name and address of at least one (1) natural person authorized to represent the corporation, firm, or business proprietorship;
- d. obtain from every person referred to in clause (a) or (c) proof of identity through the production of picture identification, and include a statement confirming this as part of the record;
- e. maintain the record for each post box at the premises where the post box is located; and
- f. make each customer record available for inspection immediately upon the request of a **Licence Inspector**, the **Chief of Police**, or their designates.

6.2.2 No person carrying on the **business** of a **Post Office Box Rental Agency** shall rent, lease, sell, or otherwise deliver possession of a post box to any person unless that person has first indicated in writing whether or not they intend to use the post box for business purposes, and has provided their name and address through the production of identification.

6.3 **Body Works Studio**

6.3.1 Every person carrying on the **business** of a **Body Work Studio** must:

- a. provide the **Chief of Police** and **Licence Inspector** with a list containing the name, address, telephone number, date of birth, gender, and photographic identification of every person proposed to be employed or engaged in the **business**, together with any additional information as may be required;
- b. notify the **Licence Inspector** and **Chief of Police**, within twenty-four (24) hours and in writing, of any change in the personnel employed or engaged in the **business**;
- c. not employ or engage any person in the **business** without first receiving the approval of the **License Inspector**, either in writing or electronically;
- d. permit the **License Inspector**, the Manager of Health Protection, the **Chief of Police**, or their designates, to enter at any time any premise where **Body Work** services are provided to the public, to ascertain whether the provisions of this Bylaw are being complied with;

- e. display in a prominent location within any premises where **Body Work** services are provided, a list of rates and prices payable by the public for such services;
- f. establish and maintain a client register of names, telephone numbers, and addresses, with proof of identity to be established by the production of picture identification; and
- g. upon request, supply a copy of the client register to the **Licence Inspector, Chief of Police**, or their designates.

6.3.2 No person carrying on the **business** of a **Body Work Studio** shall:

- a. employ any person on the licensed premises unless such person is nineteen (19) years of age or over;
- b. permit any person to be on the licensed premises at any time unless such person is nineteen (19) years of age or over;
- c. permit any person engaged in providing **Body Work** in the licensed premises to perform **Body Work** services unless such person is wearing clean, washable, non-transparent outer garments covering his/her body between the neck and the top of the knee, the sleeves of which do not reach below the elbows;
- d. have been, or employ any person who has been, convicted of an offence under any of Sections 210, 211, 212, or 213 of the *Criminal Code of Canada*, or any offence related to the sex trade, as evidenced by a criminal records check; or
- e. permit any person engaged in providing **Body Work** to manipulate, touch, or massage the male or female genitalia or female breast of any client.

6.3.3 No person carrying on the **business** of a **Body Work Studio** shall exhibit himself or herself, nor permit other persons to exhibit themselves, in any window on or about the licensed premises, or exhibit, or permit to be exhibited, any sign visible from outside of the premises showing any nude male or female bodies, or any part thereof, nor any printed words that might indicate that the licensed premises is a place that offers any form of sexual or nude entertainment.

6.3.4 Every application for a licence for a **Body Work Studio** shall be accompanied by a floor plan of the entire premises in such scale and detail as may be prescribed by the **Licence Inspector**, and when any alterations are made to the licensed premises, a revised floor plan thereof shall be filed with the **Licence Inspector** forthwith.

6.3.5 Every room used for **Body Work** must:

- a. be free of any locking device;

- b. not be less than 5.5 square metres;
 - c. be equipped with lighting of at least 550 lux, which must remain illuminated when either:
 - i. the door to the room is closed, or
 - ii. the room is occupied; and
 - d. be equipped with a window which:
 - i. may be translucent;
 - ii. must remain unobstructed at all times;
 - iii. must be visible from the reception area and can be located on the door leading to such, as well as on the wall of the room; and
 - iv. has a minimum area of 1000 cm², with no side having a dimension less than 25 cm.
- 6.3.6 No person carrying on the **business** of a **Body Work Studio** may permit any client to enter or remain on the premises between the hours of 8:00pm and 8:00am.
- 6.3.7 Every person carrying on the **business** of a **Body Work Studio** must maintain the premises where **Body Work** is provided to the public in a clean and sanitary condition, to the standards prescribed by the Fraser Health Authority, the **City**, or other lawful authority.
- 6.3.8 Every applicant for a licence to carry on the **business** of, or operate, a **Body Work Studio** must, where required by the **Licence Inspector** as a condition of such licence, either:
- a. deposit with the **City** security in the form of an indemnity bond acceptable to the **Licence Inspector** in an amount of not less than two million dollars (\$2,000,000.00); or
 - b. provide evidence satisfactory to the **Licence Inspector** that the applicant has obtained a comprehensive liability insurance policy in respect of such business operations in the amount of not less than two million dollars (\$2,000,000.00), per occurrence, from an insurance company licensed in the Province of British Columbia, naming the **City** as an additional insured, and stating that the policy applies to each insured as if a separate policy has been issued to each.
- 6.3.9 The **Licence Inspector** may require as a condition of granting a licence to carry on the **business** of, or operate, a **Body Work Studio** that every **employee** be bonded.
- 6.4 **Massage Therapy Clinic**
- 6.4.1 Every person carrying on the **business** of **Massage Therapy Clinic** must permit that **business** to be open only between the hours of 8:00am and 8:00pm each day.

6.5 Physiotherapy Clinic

6.5.1 Every person carrying on the **business** of **Physiotherapy Clinic** must:

- a. permit that **business** to be open only between the hours of 8:00am and 8:00pm each day; and
- b. ensure that on the premises no person other than a **Physiotherapist** uses the title "**Physiotherapist**", "Physical Therapist", "Registered Physical Therapist", "Registered **Physiotherapist**", "Remedial Gymnast", or "Registered Remedial Gymnast".

6.6 Acupuncture Clinic

6.6.1 Every **Acupuncturist**, or person carrying on the **business** of an **Acupuncture Clinic**, must:

- a. provide the **Chief of Police** and **Licence Inspector** with a list containing the name, address, telephone number, date of birth, and gender of every person proposed to be employed or engaged in the **business**, together with any additional information as may be required;
- b. provide the **Licence Inspector** with satisfactory evidence of certification for every **Acupuncturist**, in the form of a valid registration certificate with the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia, authorized under the *Health Professions Act of British Columbia*;
- c. notify the **Licence Inspector**, within twenty-four (24) hours and in writing, of any change in the personnel employed or engaged in the **business**;
- d. not employ or engage any person in the **business** without first receiving the approval of the **Licence Inspector**, either in writing or electronically;
- e. permit the **Chief of Police**, the Manager of Health Protection, or their designates, to enter at any time any premise where acupuncture services are provided to the public to ascertain whether the provisions of this Bylaw are being complied with;
- f. display in a prominent location within any premises where acupuncture services are provided, a list of rates and prices payable by the public for such services.

6.6.2 Every room used for acupuncture must:

- a. be free of any locking device;
- b. not be less than 5.5 square metres;

- c. be equipped with lighting of at least 550 lux, which must remain illuminated when either:
 - i. the door to the room is closed, or
 - ii. the room is occupied; and
- d. be equipped with a window which:
 - i. may be translucent;
 - ii. must remain unobstructed at all times;
 - iii. must be visible from the reception area and can be located on the door leading to such, as well as on the wall of the room; and
 - iv. has a minimum area of 1000 cm², with no side having a dimension less than 25 cm.

6.7 **Social Escort Service**

6.7.1 Every person or individual carrying on the **business** of, or operating, a **social escort service** shall:

- a. supply the **Licence Inspector** with the name, age, address and description of every individual proposed to be employed or engaged in the said **business** together with such additional information as the **Licence Inspector** may require;
- b. notify the **Licence Inspector** within twenty-four (24) hours of any change in the personnel employed or engaged in the said **business**;
- c. maintain to the satisfaction of the **Licence Inspector** and **Chief of Police** a written record of every request to provide or furnish an escort or partner giving the name and address of the individual requesting the service together with the name of the escort or partner recommended and the function to be attended.

6.7.2 No person or individual carrying on the **business** of, or operating, a **social escort service** shall employ or engage any individual in the same **business** without obtaining the approval of the **Licence Inspector** or **Chief of Police** prior to the employment or engagement of that person.

Amended
by BL3025

6.8 **Mobile Food Truck**

6.8.1 To operate a Mobile Food Truck on City Streets, a Mobile Food Truck Licence Agreement must be completed as determined by the **Licence Inspector**. The Mobile Food Truck Licence Agreement shall state the terms of the licence agreement including but not limited to: location of food truck, liability insurance, and hours of operation. A current Mobile Food Truck Licence Agreement is required each year prior to a licence being issued.

Added by
BL3025

6.8.2 Every Mobile Food Truck or other food vendor operating on private property must hold a business licence for Catering.

- 6.8.3 Every Mobile Food Truck Business Licence shall be subject to approval from Port Moody Fire Rescue and the Fraser Health Authority on an annual basis.
- 6.8.4 Every Mobile Food Truck Business Licence issued under this Bylaw will be granted as annual licences commencing on the date of issuance and valid until December 31st of the issued year.
- 6.8.5 Every Mobile Food Truck Business Licence shall be subject to the Mobile Food Truck Licence Fee as set out in the Fees Bylaw.
- 6.8.6 The permitted locations for Food Trucks will be limited to the identified areas on Knowle Street, and on Murray Street, adjacent to the PoMo SK8 Park and at the street's west end. Details of the specific locations will be specified in the Mobile Food Truck Licence Agreements.

Added by
BL3025

6.9 **Taxbuyer**

- 6.9.1 Where any person assigns his/her right to an Income Tax refund to a **Taxbuyer**, the amount that such **Taxbuyer** shall pay to such person for the assignment of such refund shall not be less than eighty-five percent (85%) thereof.
- 6.9.2 When a **Taxbuyer** received such Income Tax refund and the amount exceeds the amount assigned by the **Taxbuyer**, such excess shall be remitted to the Taxpayer.
- 6.9.3 On or before the 30th day of September in each year, each **Taxbuyer** shall file a list of all Income Tax refunds where the sum actually refunded exceeded the amount assigned. Such filing shall state the name and address of the **Taxbuyer**, the amount actually refunded, the amount actually assigned, and the disposition of the excess.
- 6.10 a. Every hawker, huckster and pedlar, when plying his/her trade with a vehicle, shall have his/her name and address painted in a conspicuous place on both sides of every vehicle used by him/her for such trade satisfactory to the **Licence Inspector**.
- b. Every hawker, huckster and pedlar, when plying his/her trade and selling or offering for sale to any person any commodity which is sold by weight or measure, shall have and use a lawful scale or measure capable of weighing or measuring any commodity sold or offered for sale by him/her.
- c. It shall be unlawful for any hawker, huckster or pedlar to stand on any street or lane in the **City** for a longer period at any one time than may be required in making a sale and delivery of any commodity to a customer, nor shall any hawker, huckster or pedlar be allowed to stand his/her vehicle for a longer time than five (5) minutes at any one place on any street or lane in the **City**, nor shall such vehicle be allowed to stand or remain on any street or lane within the block bounded by intersecting streets for a longer period than ten (10) minutes during any period of two (2) hours while engaged in the

carrying on of his/her profession, **business**, trade, occupation, calling, or undertaking.

6.11 No person shall:

- a. canvass or solicit **business** on any street in the **City** from cards or samples or in any manner whatsoever for the sale of goods, wares, or merchandise or any article or thing for future delivery without having first obtained a licence pursuant to the provisions of this Bylaw;
- b. in the course of that person's **business** or otherwise, carry out, or permit to be carried out, any **Electronic Gaming** except as otherwise expressly permitted by this Bylaw, or by any other Bylaw of the **City** as may be in existence at any time or from time to time; or
- c. possess, trade, sell, or distribute shark fins or their derivative products.

6.12 Cannabis Retail Store: Every person carrying on the **business** of, or operating, a **Cannabis Retail Store** must:

- a. obtain a provincial cannabis retail licence before applying for a business licence;
- b. post an interior sign which is visible in the **Cannabis Retail Store** to inform customers of City smoking restrictions;
- c. provide proof of a monitored security and fire alarm contract, including video surveillance;
- d. incorporate into the **Cannabis Retail Store** visually appealing storefronts, consistent with the character of nearby buildings;
- e. incorporate into the **Cannabis Retail Store** design elements to help prevent crime, such as clear sightlines, low walls, and landscaping; and
- f. provide adequate lighting within the **Cannabis Retail Store** during and outside of operating hours.

Added by
BL3264

6.13 **Market Rental Apartments**

- 6.13.1 No person or individual carrying on the **business** of, or operating, a **Market Rental Apartment** shall deliver to any **tenant** a notice of termination of the **tenant's** tenancy of a **dwelling unit** in the **Market Rental Apartment** in order to renovate or repair the **dwelling unit**, unless the owner has obtained every building permit, plumbing permit, development permit, or heritage alteration permit required by any **City** Bylaw and any other permit or approval required to authorize the renovation or repair, and has either:

- a. entered into a new **tenancy agreement** with the **tenant** in respect of a comparable **dwelling unit** in the same **Market Rental Apartment**, on the same terms, including rent, as the **tenancy agreement** pertaining to the **dwelling unit** being renovated or repaired, or terms that are more favourable to the **tenant**, and provided a copy of the agreement to the Licence Inspector, or
 - b. made other arrangements in writing for the tenant's temporary accommodation during the course of the renovation or repair, and for their return to their original dwelling unit following completion of the renovation or repair, with no increase in rent other than any additional rent increase allowed under Part 3 of the Residential Tenancy Act, and provided to the Licence Inspector satisfactory documentation of the arrangements including evidence of the tenant's consent to the arrangement.
- 6.13.2 No person or individual subject to 6.13.1, having failed to comply with section 6.13.1, shall continue to fail to enter into a new **tenancy agreement** as described in section 6.13.1(a) or make other arrangements for the **tenant's** temporary accommodation and return to their original **dwelling unit** as described in subsection 6.13.1(b).
- 6.13.3 For the purposes of section 6.13.1,
- a. A **dwelling unit** is comparable to a **dwelling unit** that is being renovated or repaired if it has the same or a greater number of bedrooms and complies with the maintenance standards in section 32 of the **Residential Tenancy Act**, and the rent for the **dwelling unit** is equal to or less than the rent for the **dwelling unit** that is being renovated or repaired; and
 - b. the new **tenancy agreement** may either transfer the **tenant's** tenancy permanently to the other **dwelling unit** or entitle the **tenant** to occupy the other **dwelling unit** temporarily during the course of the renovation or repair and return to their original **dwelling unit** following completion of the renovation or repair with no rent increase other than any "additional rent increase" approved under Part 3 of the **Residential Tenancy Act**.
- 6.13.4 Every person or individual who is subject to section 6.13.1 may apply to Council for:
- a. an exemption from that section in respect of the **Market Rental Apartment**, on the grounds that the renovation or repair plans cannot be safely implemented unless the **Market Rental Apartment** is vacated, or

- b. an exemption from that section in respect of a portion of the **Market Rental Apartment**, on the grounds that the renovation or repair cannot be safely implemented unless that portion of the **Market Rental Apartment** is vacated and there are insufficient vacant suites in the **Market Rental Apartment** to accommodate **tenants** that require relocation pursuant to section 6.13.1.
- 6.13.5 An application under section 6.13.4 must be accompanied by the written opinion of an architect, engineer, or building code consultant that, after due consideration of all practical alternative approaches to the work, the safe implementation of the renovation or repair plans of a **dwelling unit** requires that the **Market Rental Apartment** be vacated or that a portion of the building be vacated.
- 6.13.6 Council may require any person or individual carrying on the **business** of, or operating, a **Market Rental Apartment** who has made an application under section 6.13.4 to pay the **City's** cost in obtaining a second opinion from an architect, engineer, or building code consultant on whether the safe implementation of the renovation or repair plans requires that the **Market Rental Apartment** or portion of the **Market Rental Apartment** be vacated.
- 6.13.7 Council may, in approving an exemption, impose conditions pertaining to the relocation of **tenants**, including conditions relating to the accommodation of **tenants** during and following the renovation or repair and the rent that may be charged for the **dwelling unit** following the completion of the work.
- 6.13.8 Section 6.13.1 does not apply to any **dwelling unit** in a building that has been determined by an architect, engineer, or building code consultant, or any governmental authority having jurisdiction, including the Fire Prevention Officer, to have been damaged by natural disaster, fire, water, smoke, insect infestation, or structural failure to the point that it is unsafe for any person to occupy the building, if the determination is made in writing and a copy has been delivered to a **Licence Inspector** before any notice of termination of a **tenant's** tenancy is delivered to any **tenant** in the building.
- 6.13.9 The **Licence Inspector** may require any person or individual carrying on the **business** of, or operating, a **Market Rental Apartment** to provide, prior to obtaining a business licence or business licence renewal under this Bylaw, a statutory declaration that states the rent payable in respect of any **dwelling unit** prior to and following renovation or repair work for which a **tenant** is required to vacate their **dwelling unit** and, if the rent

was increased, a copy of the director's approval of the rent increase under Part 3 of the **Residential Tenancy Act**.

- 6.13.10 The **Licence Inspector** may issue or renew a business licence under this Bylaw to a person or individual carrying on the **business** of, or operating, a **Market Rental Apartment** who has applied for an additional rent increase related to renovation or repair under Part 3 of the **Residential Tenancy Act** if the director has not yet decided on the rent increase application, if in doing so the **Licence Inspector** indicates on the licence that a surcharge may become payable under section 6.13.11 if the additional rent increase is not allowed, but the rent for the **dwelling unit** in question exceeds the rent that is allowed without the increase.
- 6.13.11 The **Licence Inspector** may levy a monthly business licence surcharge on any owner of a **Market Rental Apartment** who increases rent contrary to this Bylaw, in the amount that is the difference between the rent permitted by this Bylaw and the rent that the **tenant** is paying in respect of the **dwelling unit** that has been renovated or repaired, and may refuse to renew the business licence of any owner of a **Market Rental Apartment**, being subject to such a surcharge, who has not paid the surcharge by the date on which the licence renewal is required.
- 6.13.12 For certainty, sections 6.13.1 to 6.13.11 apply in respect of the renovation or repair of any **dwelling unit** in a **Market Rental Apartment** regardless of whether a building permit authorizing the renovation or repair had been applied for or issued prior to the date of adoption of this Bylaw, and regardless of whether a notice to terminate a tenancy had been delivered prior to that date.
- 6.13.13 Each day on which a person or individual who is subject to section 6.13.1 contravenes section 6.13.2 of this bylaw constitutes a separate offence, whether or not the person or individual who is subject to section 6.13.1 subsequently complies with section 6.13.1 in respect of that tenancy.
- 6.13.14 No offence is committed against section 6.13.1 or section 6.13.2 of this bylaw:
- a. as of the date on which a **tenant**, having been given notice of eviction in contravention of this bylaw or having been evicted in contravention of this bylaw, is accommodated by the person or individual who is subject to section 6.13.1 in accordance with

section 6.13.1, in respect of the renovation or repair for which the **tenant** has been evicted; or

- b. as of the date on which a copy of a written withdrawal of a notice of eviction that would have contravened this bylaw, having been previously provided to the **tenant**, is provided to the **Licence Inspector**.

6.13.15 In sections 6.13.1 to 6.13.14, “owner” means the owner of any apartment building who operates a **Market Rental Apartment** and includes the person who holds a Licence under this Bylaw to carry on that **business**.

7. Offence and Penalty

- 7.1 Every person who violates any of the provisions of this Bylaw or who suffers any act or thing to be done in contravention of any of such provisions or who neglects to do or refrains from doing any thing required to be done by any of the provisions of this Bylaw shall be deemed to be guilty of an infraction thereof and liable to the penalties provided in this Bylaw. Every infraction shall be deemed to be a continuing, new and separate offence, for each day during which the same shall continue.
- 7.2 Any person guilty of an infraction of this Bylaw shall be liable upon summary conviction, to a fine or penalty not exceeding two thousand dollars (\$2,000.00) and costs, and in default of payment, to imprisonment for a term not exceeding sixty (60) days.

8. Severability

- 8.1 If a portion of this Bylaw is found invalid by a court, it will be severed and the remainder of the Bylaw will remain in effect.

BYLAW 3000 ADOPTED	March 10, 2015
AMENDMENT No. 1, 2015, No. 3025	January 12, 2016
AMENDMENT No. 3, 2018, No. 3117	February 13, 2018
AMENDMENT No. 4, 2019, No. 3189	May 14, 2019
AMENDMENT No. 5, 2020, No. 3264	September 8, 2020