

**CITY OF BURNABY**

**BYLAW NO. \_\_\_\_\_**

A BYLAW respecting business licencing and regulation

The Council of the City of Burnaby ENACTS as follows:

**PART 1: CITATION**

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

**PART 2: INTERPRETATION**

2.1 In this Bylaw,

<b>“business”</b>	means <ul style="list-style-type: none"><li>(i) carrying on a commercial or industrial activity or undertaking of any kind, and</li><li>(ii) providing professional, personal or other services for the purpose of gain or profit,</li></ul> but does not include an activity carried on by the provincial government, by corporations owned by the provincial government, by agencies of the provincial government or by the South Coast British Columbia Transportation Authority or any of its subsidiaries
<b>“business licence”</b>	means an <b>initial business licence, conditional business licence, renewal licence or special event business licence</b> , as applicable;
<b>“business premises”</b>	means a building, portion of a building or an area of land in or from which a <b>person</b> operates or carries on a <b>business</b>
<b>“Bylaw”</b>	means this Bylaw, including all schedules attached hereto
<b>“Chief Licence Inspector”</b>	means the individual appointed by <b>Council</b> as the Chief Licence Inspector for the <b>City</b> , or any individual or individuals acting on his or her behalf
<b>“City”</b>	means the City of Burnaby
<b>“City Clerk”</b>	means the corporate officer for the City appointed pursuant to section 148 of the <i>Community Charter</i>

<b>“conditional business licence”</b>	means a licence issued to a <b>business</b> in accordance with section 5.3 of this <b>Bylaw</b>
<b>“Council”</b>	means the Council of the <b>City</b>
<b>“initial business licence”</b>	means a licence issued to a <b>business</b> in accordance with section 5.2 of this <b>Bylaw</b>
<b>“Inspector”</b>	means: <ul style="list-style-type: none"><li>(a) the Director Public Safety and Community Services;</li><li>(b) the <b>Chief Licence Inspector</b>;</li><li>(c) Licence Inspectors;</li><li>(d) Property Use Coordinators;</li><li>(e) Bylaw Enforcement Officers;</li><li>(f) Officers and members of the <b>police</b>; and</li><li>(g) other <b>City</b> employees or contractors authorized by the <b>Chief Licence Inspector</b> to enforce this <b>Bylaw</b></li></ul>
<b>“inter-municipal business licence”</b>	means a licence that authorizes an inter- municipal <b>business</b> to be carried on within the jurisdictional boundaries of any or all of the participating municipalities pursuant to the BURNABY INTER-MUNICIPAL BUSINESS LICENCE BYLAW 2015
<b>"person"</b>	includes a corporation, partnership or party, and the legal or personal or other legal representative of a person to whom the context may apply under this <b>Bylaw</b>
<b>“photo identification”</b>	means a valid original of one or more of the following that contains a photograph of the bearer: <ul style="list-style-type: none"><li>(a) driver’s licence issued by a Canadian province or territory;</li><li>(b) British Columbia provincial identity card;</li><li>(c) passport issued by a legitimate government;</li><li>(d) certificate of Canadian citizenship issued by Canada;</li><li>(e) certificate of Indian status issued by Canada; or</li><li>(f) permanent residency card issued by Canada</li></ul>
<b>“police”</b>	means the Burnaby Detachment of the Royal Canadian Mounted Police
<b>“renewal licence”</b>	means a licence issued to a <b>business</b> under this <b>Bylaw</b> for each calendar year after the expiry of the <b>initial business licence</b> for the <b>business</b>

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

**“Zoning Bylaw”** means Burnaby Zoning Bylaw, 1965

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

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

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

### **PART 3: CHIEF LICENCE INSPECTOR AND INSPECTORS**

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

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

3.3 An **Inspector** may enter on and inspect any **business premises**, in accordance with the *Community Charter*, at any time in order to ascertain whether the requirements of this **Bylaw** are being met.

3.4 A **person** must not prevent or hinder an **Inspector**'s entry on or inspection of any **business premises** pursuant to section 3.3 of this **Bylaw**.

3.5 Upon request by an **Inspector**, an individual must provide to the Inspector **photo identification** to verify the identity of the individual.

3.6 An **Inspector** may order:

- (a) a **person** who contravenes any provision of this **Bylaw** to comply with the provision within the time period ordered;
- (b) the correction of any unsafe condition in respect to a **business** or **business premises**; and
- (c) the cessation of any activity that contravenes the terms or conditions of the

**business licence** for the **business** or this **Bylaw**,

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

3.7 The **Chief Licence Inspector** may categorize **businesses** according to the type of profession, business, trade, occupation, calling, undertaking or thing, and may further categorize each type of **business** according to the factors relevant to the **business**, including without limitation one or more of the following:

- (a) the floor area used for carrying on the **business**;
- (b) the ground area used for carrying on of **business**;
- (c) the number of people regularly engaged in carrying on the **business**;
- (d) the number of rental units maintained in carrying on the **business**;
- (e) the location of the **business premises**.

#### **PART 4: BUSINESS LICENCE APPLICATION**

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

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

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

- 4.2 Every application for a **business licence** shall be accompanied by:
- (a) a non-refundable application fee; and
  - (b) the **initial business licence** fee for the category of **business**,
- both as set-out in the BURNABY BUSINESS LICENCE FEES BYLAW 2017.
- 4.3 Any errors, omissions, inaccuracies or misrepresentations in the information or documentation provided by the applicant in respect to a **business licence** application shall be the sole responsibility of the applicant, notwithstanding any review or acceptance by the **Chief Licence Inspector**.

## **PART 5: BUSINESS LICENCE ISSUANCE AND REFUSAL**

- 5.1 At any time after receipt of a completed **business licence** application, the **Chief Licence Inspector** may:
- (a) issue an **initial business licence** to the applicant in accordance with subsection 5.2(a);
  - (b) issue a **conditional business licence** to the applicant in accordance with section 5.3(a);
  - (c) issue a **special event business licence** application to the applicant in accordance with section 5.4(a) of this **Bylaw**; or
  - (d) refuse the application for a **business licence** in accordance with section 5.5.
- 5.2 The following apply in respect to an **initial business licence**:
- (a) The **Chief Licence Inspector** may issue an **initial business licence** to an applicant if the **Chief Licence Inspector** determines that:
    - (i) the **business** and **business premises** are permitted uses under the **Zoning Bylaw**;
    - (ii) no further information or documentation is required in respect to the **business licence** application; and
    - (iii) no inspection or further inspection is required in respect to the **business premises**.
  - (b) An **initial business licence** may be issued with or without terms and conditions.
- 5.3 The following apply in respect to a **conditional business licence**:

- (a) The **Chief Licence Inspector** may issue a **conditional business licence** to an applicant if the **Chief Licence Inspector** determines that:
- (i) the **business** and **business premises** are permitted uses under the **Zoning Bylaw**; and
  - (ii) further information, documentation or inspection is required but the applicant has demonstrated that the **business** can be operated safely during the validity of the **conditional business licence** notwithstanding such further requirement or requirements.
- (b) A **conditional business licence** shall specify:
- (i) the date of expiry of the **conditional business licence**; and
  - (ii) the terms and conditions that apply during the validity of the **conditional business licence**.
- (c) The holder of a **conditional business licence** shall comply with the terms and conditions set-out in the **conditional business licence** and cease operations at the expiry or cancellation of the **conditional business licence**.
- (d) At any time during the validity of a **conditional business licence**, the **Chief Licence Inspector** may:
- (i) extend the expiry of the **conditional business licence** if the conditions in subsection 5.3(a) are satisfied;
  - (ii) cancel the **conditional business licence** if the **Chief Licence Inspector** determines, after further information, documentation or inspection, that the **business** or **business premises**:
    - (A) should be refused a **business licence** in accordance with section 5.5 of this **Bylaw**; or
    - (B) cannot be operated safely pending the receipt of further information, documentation or inspection;
  - (iii) convert the **conditional business licence** to an **initial business licence** within the first calendar year of issuance if the **Chief Licence Inspector** determines that no further information, documentation or inspection is required in respect to the **business** or **business premises**; or
  - (iv) convert the **conditional business licence** to **renewal licence** after the first calendar year of issuance if the **Chief Licence Inspector** determines that

no further information, documentation or inspection is required in respect to the **business** or **business premises**.

5.4 The following apply in respect to a **special event business licence**:

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

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

- (a) has failed to comply with the requirements of Part 4 of this **Bylaw** or there are errors, omissions, inaccuracies or misrepresentations in the information or documentation provided by the applicant pursuant to this **Bylaw**;
- (b) intends to operate a **business** or occupy or use a **business premises** that does not comply with a **City** bylaw or enactment of the Province or Canada or other governmental authority;

- (c) has been convicted of an offence under a **City** bylaw or an enactment of the Province or Canada or other governmental authority in respect to the **business** or type of **business** for which the applicant has applied for a **business licence**;
- (d) has failed to make a payment, penalty or fine under a **City** bylaw or Court proceeding in respect to the **business, business premises** or type of **business** for which the applicant has applied for a **business licence**; or
- (e) has engaged in such gross misconduct in respect of the **business, business premises**, or type of **business** for which the applicant has applied for a **business licence** so as to warrant the refusal of the issuance of a **business licence**.

## **PART 6: LICENCE PERIOD AND RENEWAL**

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

- (a) an **initial business licence** is valid for the portion of the calendar year remaining after issuance of the **initial business licence** and December 31 of the same year;
- (b) a **conditional business licence** is valid for the period established by the **Chief Licence Inspector** at the time of issuance and such further period extended by the **Chief Licence Inspector** pursuant to section 5.3 of this **Bylaw**;
- (c) a **special event business licence** is valid for the period specified by the **Chief Licence Inspector** at the time of issuance and such further period extended by the **Chief Licence Inspector** pursuant to section 5.4 of this **Bylaw**; and
- (d) a **renewal licence** is valid for a one year term commencing the first day of January and ending on December 31 of the same calendar year.

6.2 Every holder of an **initial business licence** and **renewal licence** shall obtain a **renewal licence** for the **business** by paying the **renewal licence** fee for the category of **business**, as set-out in in the BURNABY BUSINESS LICENCE FEES BYLAW 2017, by December 31 of the year of expiry of the **initial business licence** or **renewal licence** that is being renewed.

6.3 A late payment fee, as set-out in as set-out in in the BURNABY BUSINESS LICENCE FEES BYLAW 2017, is payable for any **renewal licence** fee paid between January 1 and February 28 (or February 29 in the case of a leap year) of the **renewal licence** period.

6.4 If the holder of an **initial business licence** or **renewal licence** does not pay the **renewal licence** fee and late payment fee for the **business** by February 28 (or February 29 in the case of a leap year) of the **renewal licence** period, the **business licence** is cancelled effective March 1 and thereafter, the holder shall not continue to operate the **business** without first applying for a **business licence** in accordance with Part 4 of this **Bylaw**,



including payment of the **application fee** and **initial business licence fee**.

- 6.5 The **Chief Licence Inspector** may withhold issuance of a **renewal licence** for a **business** until after payment of all outstanding payments, penalties and fines under a **City** bylaw or Court proceeding in respect to the **business** or **business premises**.

## **PART 7: SUSPENSION AND CANCELLATION**

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

## **PART 8: RECONSIDERATION BY COUNCIL**

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

reconsider the decision of the **Chief Licence Inspector**.

## **PART 9: FEES AND REFUNDS**

9.1 The fees for:

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

are as set-out in the BURNABY BUSINESS LICENCE FEES BYLAW 2017.

9.3 Where the BURNABY BUSINESS LICENCE FEES BYLAW 2017 sets out a shared location fee for a category of **business**, the fee for a subsequent **business** in the same or similar **business** category sharing a **business premises** is the shared location fee as set-out in the BURNABY BUSINESS LICENCE FEES BYLAW 2017.

9.4 A charitable or non-profit organization carrying on a **business** shall apply for and hold a **business licence** in accordance with this **Bylaw** and pay the **initial business licence** and **renewal licence** fees as set-out in the BURNABY BUSINESS LICENCE FEES BYLAW 2017.

9.5 All fees paid pursuant to this **Bylaw** are non-refundable, except:

- (a) where the **Chief Licence Inspector** refuses a **business licence** application pursuant to section 5.1(d) of this **Bylaw**, the applicant will receive a full refund of the **initial business licence** fee; and
- (b) where the **Chief Licence Inspector** cancels a **conditional business licence** pursuant to section 5.3(d)(ii) of this **Bylaw** within the first calendar year of issuance of the **conditional business licence**, the applicant will receive a partial refund of the **initial business licence** fee, prorated from the date of cancellation to December 31 of that calendar year.

## **PART 10: LICENCE CHANGES AND TRANSFERS**

- 10.1 A **business licence** holder who intends to change the category of the **business** or location of the **business premises** shall apply for a new **business licence** in accordance with Part 4 of this **Bylaw**.
- 10.2 A **business licence** holder shall not assign, sell, transfer or in any way dispose of all or a portion of the holder's interest in a **business licence**, except in accordance with the following:
- (a) submitting a written application on the form approved by the **Chief Licence Inspector**;
  - (b) completing any requests for information or documentation made by the **Chief Licence Inspector**; and
  - (c) paying a **business licence** transfer fee, as set out in the BURNABY BUSINESS LICENCE FEES BYLAW 2017.
- 10.3 A **business licence** holder shall promptly provide written notice to the **Chief Licence Inspector** advising of any of the following:
- (a) change in the mailing address of the **business**;
  - (b) change in contact person for the **business**;
  - (c) change in the name of the **business**, except that section 10.2 of this **Bylaw** applies in respect to a name change resulting from an assignment, sale, transfer or disposition of a **business**;
  - (d) termination of **business** operations; and
  - (e) any material changes to the **business** or **business premises**.

## **PART 11: GENERAL REGULATIONS**

- 11.1 No **person**, including a charitable or non-profit organization, may carry on a **business** within the **City** without a valid:
- (a) **business licence**; or
  - (b) **inter-municipal business licence**.
- 11.2 Section 11.1 of this **Bylaw** applies for every **business** carried on in the **City** or with respect to which any work or service is performed in the **City**, whether or not the **business** is carried on in or from premises in the **City**.
- 11.3 If a **business** is carried on by two or more individuals in a partnership, joint venture or

cooperative, only one **business licence** is required for the **business**.

- 11.4 Every **person** carrying on more than one **business** must obtain and pay for a separate **business licence** for each and every **business**.
- 11.5 Every **person** carrying on a **business** at more than one **business premises** must pay for a separate **business licence** for each and every **business premises**.
- 11.6 Every **person** issued a **business licence** to carry on a **business** must keep the **business licence** posted in a conspicuous place on the **business premises** named in the **business licence**.
- 11.7 Every **person** issued a **business licence** may only carry on the **business**:
- (a) described in the **business licence**;
  - (b) at the **business premises** described in the **business licence**; and
  - (c) in accordance with any terms and conditions imposed in respect to the **business licence**.
- 11.8 Every holder of a **business licence** shall comply at all times with every **City** bylaw or enactment of the Province or Canada or other governmental authority in respect to the **business** and the **business premises** named in the **business licence**.

## **PART 12: SPECIFIC REGULATIONS**

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

## **PART 13: OFFENCES AND PENALTIES**

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

part of a day, and separate fines may be issued for each day or part of a day in respect of which the offence occurs or continues.

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

#### **PART 14: SEVERABILITY AND REPEAL**

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

FIRST READING \_\_\_\_\_ day of \_\_\_\_\_, 2017  
SECOND READING \_\_\_\_\_ day of \_\_\_\_\_, 2017  
THIRD READING \_\_\_\_\_ day of \_\_\_\_\_, 2017  
ADOPTION \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

## SCHEDULE "A"

### ADULT SERVICES AND BODY RUB BUSINESSES

#### 1.0 Definitions

1.1 In this Schedule,

**"adult services business"**

means a **business**:

- (i) providing or offering to provide to a customer conversation of a sexual or erotic nature in return for consideration, whether conducted by telephone, over the internet or by other means of communication, or
- (ii) producing or making a film, video or other representation that is or would be classified as an "adult motion picture" under the *Motion Picture Act* (BC)

**"body rub"**

the manipulating, touching or stimulating by any means, of a person's body, or body part, but does not include medical, therapeutic or cosmetic massage treatment given by a person duly licenced or registered under any statute of the Province of British Columbia governing such activities

**"body rub premises"**

**business premises**, or part thereof, where a **body rub** is performed, offered or solicited

#### 2.0 Specific Regulations

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

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

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

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

**Burnaby Business Licence Bylaw”**

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

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

- (a) free of any locking device;
- (b) equipped with lighting which illuminates every part of the room to a level of not less than 550 lux;
- (c) illuminated to the level specified in subsection (2) whenever the door to that room is closed or the room is occupied or in use;
- (d) equipped with lighting that may be activated or deactivated only by a switch or switches located within the room; and
- (e) equipped with a non-opaque window that:
  - 1. has an area of not less than 1000 cm<sup>2</sup> with no side having a dimension of less than 25 cm;
  - 2. shall remain unobstructed at all times; and
  - 3. shall be visible from the reception area or common area of the **business premises**.



**SCHEDULE “B”****HOME RENTAL BUSINESSES****1.0 Definitions**

1.1 In this Schedule,

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

**2.0 Specific Regulations**

2.1 Every **owner** of a **rental home** must:

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

2.2 Every **local manager** shall promptly respond to and address any complaints received by the **City** or the **police** in respect to the **rental home**.

## SCHEDULE “C”

### LIQUOR SERVICE ESTABLISHMENTS (FETAL ALCOHOL SYNDROME SIGNS)

#### 1.0 Definitions

1.1 In this Schedule,

“**licensed service establishment**” means a **business premises** licensed or required to be licensed under the *Liquor Control and Licensing Act*, including a restaurant or another **business premises** where liquor is sold or offered for sale

“**liquor**” has the meaning set out in the *Liquor Control and Licensing Act*

“**sign**” means a sign described in section 2.1(c) of this Schedule

#### 2.0 Specific Regulations

2.1 Every holder of a **business licence** for a **licensed service establishment** shall post and at all times keep posted a **sign** or **signs** warning of fetal alcohol syndrome in accordance with the following requirements:

- (a) for any **licensed service establishment** from which **liquor** are sold for off-premises consumption, there shall be at least one **sign** located clearly visible from all locations where the sale or dispensing of liquor takes place;
- (b) for any **licensed service establishment** where liquor are sold for consumption or permitted to be consumed on the premises, there shall be at least one **sign** conspicuously displayed in each public washroom located in that **licensed service establishment**; and
- (c) each **sign** shall:
  - (i) be not less than 21.5 cm (8.5 inches) by 13.9 cm (5.5 inches) in dimension;
  - (ii) have lettering not less than 1.26 cm (0.5 inches) in height; and
  - (iii) contain the following wording: “**Pregnancy & Alcohol DO NOT MIX. Drinking alcoholic beverages, including wine, coolers and beer during pregnancy can cause birth defects.**”

## SCHEDULE "D"

### POST BOX RENTAL AND MAIL DROP SERVICE BUSINESSES

#### 1.0 Definitions

##### 1.1 In this Schedule,

**"mail drop service"** means a **business** that collects mail at premises owned, occupied or used by it, for or on behalf of a person or persons who are not normally occupants of those premises

**"post box"** a box or other receptacle used or intended to be used for the collection or storage of mail

**"post box rental agency"** a **business** that makes available for rent, lease, purchase, possession or use one or more **post boxes** to a person or persons who are not normally occupants of the premises where the **post box** or **post boxes** are located, but does not include Canada Post

#### 2.0 Specific Regulations

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

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