



Short Term Rental Licence Application Supporting Documents

Short Term Rental Declaration

Declaration in Support of Short Term Rental (S.T.R.) Application for the premises municipally known as _____, Oshawa, Ontario.

I DECLARE that:

1. I have obtained independent legal advice or, alternatively, have determined to not seek independent legal advice despite having had a reasonable opportunity to do so, with respect to the nature and effect of executing this Agreement. I understand that my operation of a short term rental property requires compliance with a number of legal obligations, including:

City bylaws such as:

- The Zoning By-law 60-94 ("Zoning By-law"),
- the Property Standards By-law,
- the Lot Maintenance By-law,
- the Waste By-law,
- the Snow and Ice By-law,
- the Carbon Monoxide By-law,
- the Noise By-law,
- the Nuisance By-law, and

Provincial acts and regulations such as:

- the Fire Protection and Prevention Act, 1997,
- the Fire Code,
- the Building Code Act, 1992
- the Health Protection and Promotion Act (Ontario)

all as may from time to time be amended (collectively, "Applicable Law")

2. The S.T.R. complies in all respects with all Applicable Law. Without limitation:
 - a) The number of bedrooms to be used in the S.T.R. will not exceed two rooms with two occupants in each, if renting by the room.
 - b) The S.T.R. has and will at all times have working smoke alarms on each level of the S.T.R. and carbon monoxide detectors on all levels where sleeping occurs.
3. I confirm that all property owners are aware of, consent to and authorize the S.T.R. use.
4. I will include my S.T.R. Operator licence number in all advertisements.
5. I will ensure all renters are provided with a copy of the Visitor's Code (as provided to me by the City), will keep a record of their receipt, and will request all renters abide by the Visitor's Code,
6. I will post a copy of my floor plan and City-approved instructions in the S.T.R. advising renters of what to do in the event of an emergency.
7. If the S.T.R. is a condominium unit, I confirm use is permitted by the associated condominium board.

8. I will keep records available for inspection by the City for a period of six years following the dates of transactions and will provide these records to the City within thirty days of being requested to do so, unless the records are requested within twenty-four hours, including:
 - a. the number of nights the S.T.R. was rented,
 - b. the dates rented,
 - c. whether the rental was a whole home rental or rented by the room, and
 - d. confirmation of renter's receipt of the Visitor's Code.
9. I understand that inspections of the S.T.R. or audits of records may be required.
10. I do not have any outstanding/unpaid Administrative Monetary Penalties or Fines owing to the City of Oshawa.
11. I am aware that I am required to notify Licensing and Standards, in writing no fewer than fifteen (15) days of any intended cancellation of insurance.
12. I acknowledge that each failure to comply with Applicable Law can result in legal sanctions including, without limitation, the suspension or revocation of a licence respecting the S.T.R., the imposition of administrative penalties, prosecution proceedings under Part III of the Provincial Offences Act or applications for injunctive and other relief in the Superior Court of Justice.
13. The operator shall at all times defend, indemnify and save harmless the City from and against any and all actions, charges, claims, costs, damages, demands, liabilities, losses, suits, proceedings and expenses including legal fees, which may be brought against or made upon or incurred by or suffered by or imposed on the City due to the Applicant's operation of short-term rental accommodation.
14. If the applicant is a corporation or a partnership, I have the authority to bind the corporation or the partnership, as the case may be.
15. The name listed below has been designated as the Local Contact and will attend to the S.T.R at all times within a period of no greater than one (1) hour from the time of contact by telephone or e-mail:

Name of Local Contact (first and last) _____

Local Contact's Permanent Address _____

Primary Phone Number _____

Secondary Phone Number _____

E-mail Address _____

I declare that the information in this declaration is accurate, true and complete.

Property Owner 1 (print) _____

Signature _____ **Date** _____

Property Owner 2 (print) _____

Signature _____ **Date** _____

Property Owner 3 (print) _____

Signature _____ **Date** _____

Property Owner 4 (print) _____

Signature _____ **Date** _____

This form may contain personal information as defined under the *Municipal Freedom of Information and Protection of Privacy Act*. This information is collected under the legal authority of the Municipal Act, 2001, S.O. 2001 c.25, as amended. This information will be used and maintained by the City of Oshawa for administering the Municipal Law Enforcement and Licensing process. Questions regarding this collection may be directed to the City's Information Access and Privacy Officer, City of Oshawa, 50 Centre Street South, Oshawa, Ontario, L1H 3Z7, 905-436-3311.