



## RESORT VILLAGE OF TOBIN LAKE BYLAW NO. 2025.02

### A BYLAW TO RESPECTING THE LICENCING AND REGULATION OF SHORT-TERM RENTALS *Section 8 (h) of The Municipalities Act*

The Council of the Resort Village of Tobin Lake in the Province of Saskatchewan, enacts as follows:

This bylaw shall be referred to as the "Short-term Rental Bylaw".

#### 1. SCOPE

- 1.1. The purpose of this Bylaw is to establish licensing and provide regulatory requirements for residential short-term accommodations.

#### 2. DEFINITIONS

- 2.1. For the purpose of this policy, the following terms and words shall have the following meanings:

(a) *Accessory building* shall mean a detached subordinate building that is devoted exclusively to a use normally incidental to the main use of the property.

(b) *Authorized Agent* shall mean a bylaw officer, CAO, or public manager of the Resort Village of Tobin Lake.

(c) *Bed and breakfast* shall mean a residential unit that contains rooms offered for a temporary accommodation for a period less than 30 consecutive nights, and may include spaces for the provision of meals and other connected services and facilities and:

2.1.c.1. The remainder of the unit is the principal residence of the bed and breakfast operator which is not offered for temporary accommodation; and

2.1.c.2. is not a hotel or a tourist cabin.

(d) *CAO* shall mean the person appointed as the Administrator for the Resort Village of Tobin Lake or his/her authorized representative or designate.

(e) *Cottage Rental* shall mean the whole or part of a residential unit or mobile home that is used to provide temporary accommodation for a period less than thirty (30) consecutive nights and:

2.1.e.1. Is not the principal residence of the operator;

2.1.e.2. Is not a bed and breakfast, rooming house, or hotel;

2.1.e.3. Is marketed or brokered through a short-term rental platform.

(f) *Dwelling unit* shall mean a self-contained living unit of one or more rooms containing cooking facilities, sanitary facilities, living quarters and sleeping quarters.

(g) *Host* shall mean a person who operates or provides a short-term rental

- (h) *Licence* shall mean a licence issued under this bylaw indicating authorization for a person to operate or provide a short-term rental at a specific municipal address.
- (i) *Market or Marketing* shall mean offer for sale, promote, canvass, solicit, advertise, or facilitate short-term accommodation, and includes listing, placing posting or erecting advertisements physically or online.
- (j) *Principal Residence unit or principal residence* shall mean the usual dwelling unit including any suite thereof, where an individual lives, makes their home and conducts their daily affairs, including, without limitation, paying bills and receiving mail, and is generally the dwelling unit with the residential address used on documentation related to billing, identification, taxation and insurance purposes.
- (k) *Residential unit* shall mean a self-contained set of room located in a building, designed to be lived in by one or more persons, and which contains sleeping, kitchen and bathroom facilities that are intended for the exclusive uses of the residents of the unit.
- (l) *Rooming house* shall mean a residential unit, other than a group home, retirement home or converted retirement home; that:
  - 2.1.l.1. Is not used or intended for use as a residential premises by a household; or
  - 2.1.l.2. Is used or intended for use as a residential premises by a household and more than three roomers or boarders; or
  - 2.1.l.3. Contains more than eight bedrooms.
- (m) *Short-term Rental* shall mean a temporary accommodation in the whole or part of a residential unit for a period of less than thirty (30) consecutive nights, and/or:
  - 2.1.m.1. Is marketed or brokered by a short-term rental platform;
  - 2.1.m.2. Is not a rooming house, motel or hotel; and
  - 2.1.m.3. Includes a bed and breakfast and a cottage rental.
- (n) *Short-term Rental Platform* shall mean any person who, for compensation, markets or brokers the booking, reservation, rental or listing of a short-term rental on behalf of a host by means of a website or digital application.

### 3. LICENCE REQUIRED

- 3.1. No person shall operate short-term accommodation in a unit without a valid licence in relation to that unit issued in accordance with this bylaw.
- 3.2. No person shall be eligible to obtain a licence to operate short-term accommodation unless that person is the owner of the unit; or is a lessee or a tenant of the unit and has obtained in writing the consent of the owner of the unit to apply for a licence in relation to that unit.
- 3.3. No person shall market short-term accommodation without a valid Resort Village of Tobin Lake licence in relation to the unit advertised.

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#### **4. BUILDING AND STRUCTURES**

- 4.1. No person shall operate a short-term accommodation in a unit that does not comply or in relation to which the use of which is not in compliance with any law, including but not limited to the Resort Village of Tobin Lake Zoning Bylaw, *the Constructions Codes Act*, Building Code Regulations, or the Fire Safety Regulations.
- 4.2. No person shall advertise, offer or provide short-term accommodation in a temporary structure, vehicle, recreational trailer or structure, accessory building that is not a legal suite.

#### **5. LICENCE APPLICATION**

- 5.1. Every applicant for a licence shall provide the following, to the satisfaction of the authorized agent and in the form approved by the CAO:
- (a) Address of the proposed short-term accommodation;
  - (b) Business name under which the short-term accommodation will operate; if applicable;
  - (c) Name of owner as shown on the land titles registry;
  - (d) Where the applicant is an individual or individuals, the full name, mailing address, email address and telephone number of the applicant or applicants;
  - (e) Where the applicant is corporation: a copy of proof of registration as a corporation with the Corporate Registry (Saskatchewan) or equivalent federal or provincial agency, full name of an authorized contact person including a mailing address, email address and telephone number;
  - (f) The name of any media outlet, company or platform used or intended to be used to market the short-term accommodation;
  - (g) Proof of owner authorization if the applicant is not the owner;
  - (h) A copy of the fire inspection report verifying that the inspection was completed and the unit passed the inspection;
  - (i) Any other documentation that the authorized agent deems necessary to verify compliance with this bylaw.
- 5.2. In addition to the requirements in section 5.1, every applicant for a licence shall submit to any inspection unit that is the subject of the application, at the request of the authorized agent, at the time of application or during the term of the licence, to verify compliance with *The Fire Safety Act* and applicable Fire Code and the Building Bylaw, the Construction Codes Act and applicable Building Codes.


#### **6. PROHIBITION ON TRANSFER**

- 6.1. A licence cannot be transferred to another unit owned by the licensee.
- 6.2. If the unit to which the licence relates is sold or leased to another tenant, the licence is deemed to be expired.

#### **7. LICENCE TERM**

- 7.1. The term of a licence shall be for one year from the date it is issued.

#### **8. LICENCE SUSPENSION, REVOCATION, REFUSAL**

- 8.1. The authorized agent may suspend, revoke or refuse to issue or renew any licence if:
- (a) The applicant or licensee fails to pay any fee required by this bylaw;
  - (b) The applicant or licensee fails to provide any information required by this bylaw;
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- (c) The licence was issued in error or based on false or misleading information;
- (d) The applicant or licensee does not or no longer meets the application requirements or any requirements of this bylaw;
- (e) The applicant or licensee or person affiliated with the licensee has refused to allow an inspection of the unit as authorized by this bylaw;
- (f) If the applicant, licensee or unit has violated this bylaw or any other bylaw or violation or other laws;
- (g) If the person present at the unit is the subject of the licence have violated a Resort Village of Tobin Lake bylaw or other law, including, but not limited to, bylaws regarding nuisance or the amenity of the neighbourhood;
- (h) Continuance, issuance or renewal of the licence is not in the public interest.

8.2. The authorized agent shall send notice of any decision to suspend, revoke or refuse to issue or renew a licence pursuant to this bylaw to the applicant or licensee by mail at the address provided by the applicant or licensee.

8.3. Should the authorized agent suspend or revoke a licence, or if the licensee wishes to cancel or return a licence, the fee paid by the licensee shall not be returned.

## **9. GENERAL PENALTIES**

9.1. In addition to any offences and penalties under the Act, every person who contravenes any provisions in this bylaw is liable on summary conviction to the increasing penalties for each subsequent contravention made within 24 months, pursuant to this bylaw.

- (a) Every person who contravenes any provision in this bylaw is liable, by way of Notice of Violation to the increasing penalties for each subsequent contravention made within 24 months, as show in schedule A.

9.2. In the case of an offence that is of continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which the offence continues and any person guilty of such an offence is liable to a fine in an amount not less than that established by this bylaw for each such day.

9.3. Every person who contravenes any provision of this bylaw is guilty of an offence and liable on summary conviction to a fine:

- (a) for the first offence, of \$1000.00;
- (b) for a second offence, of \$2000.00;
- (c) for a third or subsequent offence, of not less than \$3000.00 and not more than \$10,000.00 in the case of an individual, or \$25,000.00 in the case of a corporation.

## **10. Notice of Violation**

10.1. A person who contravenes this bylaw, upon being served with a 'notice of violation' as prescribed by the municipality may voluntarily pay the prescribed penalty at the administration office of the municipality.

10.2. A designated officer may issue a Notice of Violation to any person committing an offence under this bylaw.

10.3. The notice shall require the person to pay to the Resort Village the penalty specified in Schedule A.

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10.4. The penalty may be paid:

- (a) in person, during regular office hours, at the Resort Village of Tobin Lake office;
- (b) by mail addressed to the Resort Village of Tobin Lake, Box 1479, Nipawin SK S0E 1E0


10.5. If payment of the fine as provided in Schedule A is made within 60 calendar days of service of the Notice of Violation, the person shall not be liable to prosecution for that offence.

- (a) Payment of any Notice of Violation does not exempt the person from enforcement of an Order pursuant to this bylaw or violations of a continuing nature.

Mayor



CAO



Read a third time and adopted  
this 8 day of April, 2025

CAO



### CERTIFIED TRUE COPY

Certified to be a true copy of Bylaw # 2625.02  
adopted by the council of the Resort Village of Tobin Lake  
on the 8 day of April, 2025



CAO



## Schedule A of Bylaw 2025.02

### *Fees and Rates*

Type of Fee	Amount
Licence fee – per property	\$500

### Notice of Violation Minimum Penalties For Voluntary Payment

Offence Pursuant to the Bylaw		Penalty (Fine)	
		Time of issuance (paid within 15 days)	Time of issuance (paid after 15 days)
Failure to comply with an order to remedy contravention	1 <sup>st</sup> Offence	\$300.00	\$400.00
	2 <sup>nd</sup> Offence	\$550.00	\$650.00
	3 <sup>rd</sup> Offence	\$1000.00	\$1100.00
Failure to comply with any other provision of bylaw	1 <sup>st</sup> Offence	\$300.00	\$400.00
	2 <sup>nd</sup> Offence	\$550.00	\$650.00
	3 <sup>rd</sup> Offence	\$1000.00	\$1100.00

