



1593 FOUR MILE CREEK ROAD
 P.O. BOX 100 VIRGIL, ONTARIO
 L0S 1T0
 P: 905-468-3266 F: 905-468-2959
 str@notl.com

APPLICATION TO LICENCE SHORT TERM RENTALS

Licensing period beginning January 2024

NEW
 RENEWAL
 RENEWAL - New Owner

Note: For a renewal application, your operation must have been licenced in 2023.

PROPERTY ADDRESS	HOUSE NAME (if applicable)

TYPE - \$279.00/Room/Year	Permitted # of Bedrooms	Total # of Bedrooms within structure	# of Bedrooms to be licenced
Bed & Breakfast	1-3		
Cottage Rental	1-3		
Vacation Apartment	1-3		
Country Inn (Site Specific Zoning required)	4+		
Villa (Site Specific Zoning required)	4+		
Please refer to the Short Term Rental by-laws for further guidelines and restrictions			

REGISTERED OWNER(S)	PHONE NO. (*required)	EMAIL (*required)

PROPERTY MANAGER(S)/LOCAL CONTACT, if applicable	PHONE NO. (*required)	EMAIL (*required)
Property Manager (required to be available to attend to the Short Term Rental at all times within a period of no greater than forty-five (45) minutes from the time of contact)		

MAILING ADDRESS				
NO. & STREET	BOX/RR/SS/APT	CITY	PROVINCE/STATE	PC/ZIP CODE

Please Note:

Cottage Rentals, Villas & Vacation Apartments - as these are not to be occupied continuously as a principal residence and therefore there must be a different mailing address.

Municipal Water	Swimming Pool	Year Built	Owned	# of Full Time Occupants
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO	

Note: If a property is **leased**, a signed statement from the property owner giving permission for the property to operate as a Short Term Rental must be provided.

For: Bed & Breakfast Establishments & Country Inns Only

ALL LICENCED VEHICLES USED BY THE RESIDENTS		
NOTE: Ensure there is adequate parking shown on the site plan for all vehicles		
Make & Model	Colour	Plate No.

I/We do declare that all of the information submitted with this application is true and understand that it will take a **minimum** of four (4) weeks for this application to be processed. All applicable by-laws, and requirements, have been read and are understood, pertaining to the operation of a Short-Term Rental.

I/We further give permission for Fire and By-law Inspectors, and if required, Building Inspectors and the Public Health Department, to enter the residence for the purpose of inspecting for compliance with the Town by-laws and regulations.

I/We confirm that the Renter Code of Conduct **will be** posted and/or made available to each Renter.

RENEWAL APPLICATIONS

I/We confirm that the floor plans and site plan on file for this Short Term Rental still are accurate and no changes have been made to the room layouts.

SIGNATURE of REGISTERED OWNER

DATE

SIGNATURE of REGISTERED OWNER

DATE

FOR INTERNAL USE ONLY	
Submission Date	
Inspection Date (By-law & Fire)	
Amount Paid (\$279.00/room)	\$
	<input type="checkbox"/> Cheque <input type="checkbox"/> Cash <input type="checkbox"/> Debit
Customer Service Representative:	

CHECKLIST	
<input type="checkbox"/> YES <input type="checkbox"/> NO	Signed Application
<input type="checkbox"/> YES <input type="checkbox"/> NO	Site Plan (drawn to scale showing all required parking spaces)
<input type="checkbox"/> YES <input type="checkbox"/> NO	Floor Plan(s) - All Floors in dwelling
<input type="checkbox"/> YES <input type="checkbox"/> NO	Certificate of Insurance with Town named as Additional Insured
<input type="checkbox"/> YES <input type="checkbox"/> NO	Signed Good Neighbour Agreement
<input type="checkbox"/> YES <input type="checkbox"/> NO	Electrical Safety Authority Inspection Certificate
<input type="checkbox"/> YES <input type="checkbox"/> NO	Statement of Owner's Consent (if property is leased)

CDS - PRELIMINARY ZONING REVIEW	
Date:	
Zoning:	
Notes:	
Staff Person	



Acknowledgement

Short Term Rentals

Short Term Rental Address: _____

I/We _____ understand that:

- (1) I/we are **not** permitted rent rooms and/or advertise on any web site until the License is issued.
- (2) nothing herein allows a Licensee to rent rooms other than those identified on the licence and approved on the floor plans submitted with the application.
- (3) the Licensee may be held responsible for behavioral contraventions by tenants and guests with the Towns Noise and Public Nuisance By-law and Good Neighbour Agreement.
- (4) Invoice will be emailed prior to the next licensing year. License fees are **due by December 31st each year.**
- (5) the Licensee is responsible for forwarding a copy of the Certificate of Insurance, as per Section 4, No. 3, on an annual basis. Expiry _____.
- (6) the Licensee is responsible for renewing the four year licence upon expiry. **December 31, 2027**
- (7) the Licensee shall be responsible for informing the Town Clerk in writing of any changes to the approved information contained within the application or any deviation to the approved plans within seven (7) days of such change or deviation.
- (8) the submission of false or misleading information will void the application and any license issued on such an application may be revoked.
- (9) Municipal Law Enforcement Officer is empowered, upon presentation of proper credentials, to enter onto land at any reasonable time to inspect any building, structure or property for the purposes of carrying out an inspection to determine whether the by-law or a notice or an order issued is being complied with.

I/We understand that any breach of this acknowledgement, provisions of By-law No. 4634-13, as amended, any other Town By-laws or regulations may result in the Short Term Rental Licence being revoked or suspended.

I/We have read and signed, per applicable:

By-law No. 4634-13, as amended	<input type="checkbox"/>
Renter Code of Conduct	<input type="checkbox"/>
Good Neighbour Agreement	<input type="checkbox"/>

Signature(s):

Licensee

Witness

Licensee

Witness

Dated this ____ day of _____, 20__.



Short-Term Rental Good Neighbour Agreement

This agreement made this _____ day of _____, 20__.

Regarding Short Term Rental Licence # _____

WHEREAS _____ (the "Licensee"):

- Wishes to demonstrate to The Corporation of The Town of Niagara-on-the-Lake (the "Town"), and the Citizens of Niagara-on-the-Lake their effort to be a responsible short-term rental accommodation operator within the Town;
- Recognizes their role as a responsible operator and neighbor within the community and agrees to work with the Town and its departments to resolve all concerns;
- Wishes to promote Niagara-on-the-Lake as a vibrant, safe, and attractive community for the enjoyment of everyone, including residents, visitors, businesses, and their workers;
- Recognizes that non-compliance with the Short-Term Rental Good Neighbour Agreement may be brought to the attention of the Town and may trigger an enforcement investigation and/or revocation of licence;
- Recognizes that short-term rental operators have a civic responsibility to address the conduct of their patrons; and other Town By-laws that require certain standards of conduct and maintenance, apply to their properties used for short-term rental accommodations;
- Recognizes that should the Licensee's licence be suspended or cancelled and any short-term rental accommodation bookings and/or nuisance incidents pertaining to the operation of a short-term rental accommodation continue to occur and remain unresolved, the Town may exercise its power to pursue additional enforcement action including increasing fines and/or legal injunctive action;

AND WHEREAS the Town wishes to:

Commend the Licensee for their recognition of their civic responsibilities, and commitment to fostering a good working relationship with the Town and the Licensee's neighbours.

Demonstrate its commitment to early resolution of disputes with the Licensee in relation to this Agreement whenever possible.

NOW THEREFORE in conjunction with and in consideration of obtaining, continuing to hold, or renewing a short-term rental licence, the Licensee covenants and agrees with the Town to comply with the regulations set out in By-law 4634-13, as amended.

IN WITNESS WHEREOF the parties have executed this agreement in the Town of Niagara-on-the-Lake, Province of Ontario, this _____ day of _____, 20__.

The Licensee, by its authorized signatory:
(Owner/Operator)

On Behalf of:
The Corporation of The Town of Niagara-on-the-Lake

X.

X.



Authorization

Short Term Rentals
(Bed & Breakfast, Cottage Rentals, Country Inns,
Vacation Apartments & Villas)

Short Term Rental Address: _____

I/We _____
(Registered Owners)

hereby authorize _____ of
(Name)

(Company Name)

(Address - Street No., Street Name, City/Town, Postal Code)

(Email Address)

To operate my/our short term rental of a _____ room, _____.
(Number of rooms) (Type of rental)

Registered Property Owner(s):

Print Signature Witness

Print Signature Witness

Print Signature Witness

Dated this ____ day of _____, 20__.

Management Company:

I undertake to operate the above mentioned Short Term Rental in accordance with all Town of
Niagara-on-the-Lake By-laws, in particular By-law No. 4613-13, as amended.

Print Signature Witness

Dated this ____ day of _____, 20__.



Lease Statement

Short Term Rentals
(Bed & Breakfast, Cottage Rentals, Country Inns,
Vacation Apartments & Villas)

Short Term Rental Address: _____

I/We _____
(Registered Owners)

hereby authorize _____
(Name of Lessee)

(Address - Street No., Street Name, City/Town, Postal Code)

(Email Address)

To operate a short term rental of _____ room, _____.
(Number of rooms) (Type of rental)

Registered Property Owner(s):

Print Signature Witness

Print Signature Witness

Print Signature Witness

Date this ____ day of _____, 20__.

Lessee:

I undertake to operate the above mentioned Short Term Rental in accordance with all Town of Niagara-on-the-Lake By-laws, the Renter Code of Conduct and the Good Neighbour Agreement, in accordance with 4634-13, as amended.

Print Signature Witness

Dated this ____ day of _____, 20__.

1. Premise of this Code

The premise of this Code is that the short term rental premises are, for the most part, located in residential neighborhoods and that the residents of these neighborhoods have the right to enjoy their own properties without being imposed upon by nuisance from others.

2. Objectives of this Code

The objective of this Code is to establish acceptable standards of behavior for renters, and their guests, to minimize any adverse social or environmental impacts on their neighbors and neighborhood.

3. Residential Area

The Renter acknowledges for themselves and on the behalf of others that they will be occupying a short term rental accommodation that is located in a residential area.

4. Guiding Principles

The Guiding Principles for short term rental renters are:

- The premise that you are occupying is a home;
- Treat the premise as your own;
- Respect your neighbors; and,
- Leave it as you find it.

5. Maximum number of Renters and Guests:

- a) The maximum number of occupants within a dwelling that is being operated as a short term rental shall not exceed a total number based upon two (2) persons per bedroom plus an additional two (2) persons. (Cottage Rentals & Villas).
- b) The number of non-occupying guests permitted at a short term rental premises must not be such that it may conflict with the residential neighborhood or amenity.

6. Noise and Residential Amenity

No person shall make noise so as to cause a disturbance or conduct themselves in a way that is likely to disturb area residents.

Examples of noise that is likely to disturb residents include:

- a) Loud music;
- b) Outdoor or backyard gatherings involving excessive noise;
- c) Late or early hour disturbances; and,
- d) Yelling, shouting, singing and loud conversations.

Please be advised that the Town of Niagara-on-the-Lake Noise By-law No 4588-12, as amended, is in effect 24 hours a day, 7 days a week.

The noise by-law prohibits;

Sound or Vibration at any time, which is likely to disturb the quiet, peace, rest, enjoyment, comfort, or convenience of the inhabitants of the Town.

6. Noise and Residential Amenity, cont'd.

Renters and their guests are not allowed to disturb neighbors or interfere with their enjoyment of their properties, or the public realm, at any time of the day or night. Failure to comply with the conditions of the Town's Noise By-law may result in legal action.

Please enjoy your stay in the Town of Niagara-on-the-Lake but have consideration for others.

7. Functions and Parties

- a) Short term rental renters are not to host commercial functions;
- b) So called "party houses" conflict with residential amenity and are not permitted; and,
- c) Any gathering, celebration or entertainment at a short term rental accommodation premise must not conflict with residential amenity and must comply with all the other requirements of this Code and the Town of Niagara-on-the-Lake by-laws.

8. Access and Parking

Please familiar yourself and your guests with the approved parking plans for the premises so as to ensure ease of access with minimum disturbance to other residents or neighboring properties.

All short term rental premises will have vehicle parking limits, please refer to the approved plans for the premises.

9. Recycling and Garbage

Please familiar yourself and your guests with the guidelines and provisions that have been made for waste management and the day of the week in which waste collection is scheduled. It should be noted that the "putting out" of waste on a non-scheduled day is not permitted. Waste collection information and pick up times are available on the Region of Niagara website.