



SHORT-TERM RENTALS

This guide has been created to help you successfully meet the fire safety licensing requirements needed for your Short-Term Rental accommodation.

For more information or questions regarding fire safety requirements in your shared home, contact the Township of Tiny Fire and Emergency Services at 705-322-1161 or email fireadmin@tiny.ca

*Township of Tiny Fire and Emergency Services
130 Balm Beach Road West, Tiny, Ontario L0L 2J0*

Fire Safety and Your Rental Property. What You Need to Know.

In order to be successful with your application for Short Term Rental licensing, one of the requirements is compliance with Ontario Fire Code.

Once your single-family dwelling has been inspected to meet the minimum requirements of the Ontario Fire Code and the provisions of By-law 22-017, Short-Term Rental Accommodations, you will need to ensure continuing maintenance of the fire safety systems to safeguard the safety of your guest and of your property and in order to qualify for license renewal.

After the initial property inspection, physical inspections will be required every two (2) years. However, verification of inspection and test documents must be completed and submitted to the municipality prior to license renewal.

Initial inspection fees are included in the license fee. Additional fees for missed inspections, follow-up inspections etc., are above and beyond that of the annual licensing fees and are the responsibility of the owner. All fees must be paid prior to licensing.

This is by no means an exhaustive list. Other requirements may be applicable to your building. To view the most up to date version of the Ontario Fire Code in its entirety, visit <https://www.ontario.ca/laws>.

Annual License Renewal Checklist

The following checklist are the documents you will have to provide annually in order to renew your short-term rental license.

- Annual HVAC inspection and servicing report. (O.F.C. 2.6.1.7.)
- Solid fuel burning appliance maintained and serviced by qualified chimney sweep. (O.F.C. 2.6.1.4.)
- Portable fire extinguishers monthly inspection log. (O.F.C. 6.2.7.2.)
- Portable fire extinguishers annual servicing report. Letter from qualified service provider. (O.F.C. 6.2.7.1. (1)(2))
- *Smoke alarm test records verified. The landlord shall test smoke alarms annually and after every change in tenancy. (O.F.C. 6.3.3.8. (2)).
- *Guest register & smoke/CO alarm sign-off (By-law 22-017, O.F.C. 6.3.3.8. (2) & 6.3.4.8.(2)).

***Frequency of alarm tests shall match with guest register.**

The following pages are examples of the documents you will require to complete and submit at the time of application and renewal.

These documents will be available for download online at www.tiny.ca

Short Term Rental Renewal Checklist

Incl.	N/A	Documentation/ Report Verification
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- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Annual HVAC inspection and servicing report. (O.F.C. 2.6.1.7.) |
| <input type="checkbox"/> | <input type="checkbox"/> | Solid fuel burning appliance maintained and serviced by qualified chimney sweep. (O.F.C. 2.6.1.4.) |
| <input type="checkbox"/> | | Portable fire extinguishers monthly inspection log. (O.F.C. 6.2.7.2.) |
| <input type="checkbox"/> | | Portable fire extinguishers annual servicing report. Letter from qualified service provider. (O.F.C. 6.2.7.1. (1)(2)) |
| <input type="checkbox"/> | | Guest register must accompany alarm test documents. (By-law 22-017). The landlord shall test smoke & test carbon monoxide alarms annually and after every change in tenancy. (O.F.C. 6.3.3.8. (2) & 6.3.4.8. (2)). |

Rental Property Address: _____

Owner/Firm Name: _____

Address (if different from above): _____

Email address: _____

Contact Number: (cell): _____
(work): _____

Fire Department use
Date received: _____
Reviewed by: _____
Forwarded to By-law: Date: _____

MONTHLY INSPECTION OF FIRE EXTINGUISHERS

Extinguisher Location (Suite/Unit #)	EXTINGUISHER			J	F	M	A	M	J	J	A	S	O	N	D	day / year	Inspected by	
	TYPE	SIZE	SERIAL No.															
																Jan	__ / __	_____
																Feb	__ / __	_____
																Mar	__ / __	_____
																Apr	__ / __	_____
																May	__ / __	_____
																June	__ / __	_____
																July	__ / __	_____
																Aug	__ / __	_____
																Sept	__ / __	_____
																Oct	__ / __	_____
																Nov	__ / __	_____
																Dec	__ / __	_____

Mark "✓" for satisfactory – "X" for unsatisfactory





130 Balm Beach Road West
 Tiny, Ontario L0L 2J0
 (705) 526-4204 | 1-866-939-8469
 www.tiny.ca

Property Address: _____ Licence number: _____

Check-in date	Check-out date	Number of Renters	Number of Guests	Renters have been given and signed the required documents	Smoke and carbon monoxide alarms inspection after check out. Provide the name of the person who completed it and the date of inspection.

Regulations pertaining to your rental property

Excerpts from the Ontario Fire Code

Other requirements may be applicable to your building. To view the most up to date version of the Ontario Fire Code in its entirety, visit <https://www.ontario.ca/laws>.

DIVISION A, SECTION 1.4 TERMS AND ABBREVIATIONS

Approved means approved by the **Chief Fire Official**.

Chief Fire Official means the assistant to the Fire Marshal who is the Municipal Fire Chief or a member or members of the **fire department** appointed by the Municipal Fire Chief under Article 1.1.1.2. of Division C or a person appointed by the Fire Marshal under Article 1.1.1.1. of Division C.

Chimney means a primarily vertical shaft enclosing at least 1 **flue** for conducting **flue** gases to the outdoors.

Flue means an enclosed passageway for conveying exhaust gases.

Flue pipe means the pipe connecting the **flue** collar of an **appliance** to a **chimney**.

Inspection means physical examination to determine that the device or system will apparently perform in accordance with its intended function.

Listed means equipment or materials included in a list published by a certification organization accredited by the Standards Council of Canada.

Means of egress means a continuous path of travel provided for the escape of persons from any point in a **building** or contained open space to a separate **building**, an open public thoroughfare or an exterior open space protected from fire exposure from the **building** and having access to an open public thoroughfare. **Means of egress** includes both **exits** and **access to exits**.

Owner means any person, firm or corporation having control over any portion of the **building** or property under consideration and includes the persons in the **building** or property.

Residential occupancy means an **occupancy** in which sleeping accommodation is provided to residents who are not harboured for the purpose of receiving special care or treatment and are not involuntarily detained.

Smoke alarm means a combined **smoke detector** and audible alarm device that is designed to sound an alarm within the room or **suite** in which it is located when there is smoke within the room or **suite**.

Suite means a single room or series of rooms of complementary use, operated under a single tenancy, and includes **dwelling units**, individual guest rooms in motels, **hotels**, boarding houses, rooming houses and dormitories, as well as individual stores and individual or complementary rooms for **business and personal services occupancies**.

Test means the operation of a device or system to ensure that it will perform in accordance with its intended operation or function.

DIVISION B, SECTION 1.1 GENERAL

Check, inspect and test

1.1.1.2. (1) The **checking, inspection** and **testing** of fire safety devices shall be conducted in accordance with this Code.

(2) Where specific references to **checking, inspection** and **testing** of fire safety devices are not made in this Code, such devices shall be maintained to ensure they operate as per their design requirements.

(3) Any **appliance**, device or component of a device that does not operate or appear to operate as intended when **checked, inspected** or **tested** as required by this Code shall be repaired or replaced if the failure or malfunctioning of the **appliance**, device or component would adversely affect fire or life safety.

Making of records

1.1.2.1. (1) If this Code requires **tests** and corrective measures or operational procedures to be carried out, records shall be made noting what was done and the date and time it was done.

(2) If this Code requires an **inspection** to be conducted in a supported group living residence or an intensive support residence regulated under the *Services and Supports to Promote the Social Inclusion of Persons with Developmental Disabilities Act, 2008*, a written record shall be made noting what was **inspected** and the date and time of the **inspection**.

(3) The written records described in Sentences (1) and (2) shall be retained at the **building** premises for examination by the **Chief Fire Official**.

Retention of records

1.1.2.2. (1) Subject to Sentence (2), the original or a copy of any record required by this Code shall be retained at the **building** to which the record relates

(a) for a period of at least two years after being prepared, and

(b) so that at least the most recent and the immediately preceding record of a given **test** or **inspection** are retained.

(2) The initial verification or **test** reports for fire protection systems installed after November 21, 2007 shall be retained throughout the life of the systems, regardless of whether the systems are installed in accordance with this Code or the **Building Code**.

DIVISION B, SECTION 2.6 SERVICE EQUIPMENT

Subsection 2.6.1. Heating, Ventilating and Air-Conditioning

Application

2.6.1.1. This Subsection applies to cooking, heating, ventilating, air-conditioning equipment and their associated **appliances**.

Solid fuel bins

2.6.1.2. Bins containing solid fuel shall be located at least 1.2 m from any **appliance**.

Chimneys, flues and flue pipes

2.6.1.4. (1) Every **chimney, flue** and **flue pipe** shall be **inspected** to identify any dangerous condition

- (a) at intervals not greater than 12 months,
- (b) at the time of addition of any **appliance**, and
- (c) after any **chimney** fire.

(2) A **chimney, flue**, or **flue pipe** shall be replaced or repaired to eliminate

- (a) any structural deficiency or decay, and
- (b) all abandoned or unused openings which are not effectively sealed in a manner that would prevent the passage of fire or smoke.

(3) **Chimneys, flues** and **flue pipes** that constitute a fire hazard shall be repaired or replaced in accordance with the **Building Code**.

2.6.1.5. **Chimneys, flues** and **flue pipes** shall be cleaned as often as necessary to keep them free from accumulations of combustible deposits.

Operation of systems

2.6.1.7. Heating, ventilating and air-conditioning systems, including **appliances, chimneys** and **flue pipes**, shall be operated and maintained so as not to create a hazardous condition.

Subsection 2.6.2 Solid-Fuel-Burning Appliances (Wood stoves, fireplaces etc.)

Solid-fuel-burning appliances

2.6.2.1. The installation of solid-fuel-burning **appliances** and equipment shall be in accordance with CSA-B365, "Installation Code for Solid-Fuel-Burning Appliances and Equipment".

2.6.2.2. Solid-fuel-burning **appliances** and equipment shall be maintained in accordance with CSA-B365, "Installation Code for Solid-Fuel-Burning Appliances and Equipment".

DIVISION B, SECTION 6.2 PORTABLE FIRE EXTINGUISHERS

6.2.1.1. **Listed** portable extinguishers shall be installed when replacing or adding new extinguishers.

6.2.1.3. (1) Portable extinguishers shall be located so that they are easily seen and shall be accessible at all times.

6.2.1.4. Portable extinguishers shall be located in or adjacent to corridors or aisles that provide **access to exits**.

Distance above floor

6.2.4.2. Portable extinguishers with a gross weight greater than 18 kg shall be installed so that the top of the extinguisher is not more than 1.1 m above the floor when the extinguisher is not equipped with wheels.

6.2.4.3. Portable extinguishers having a gross weight of 18 kg or less shall be installed so that the top of the extinguisher is not more than 1.5 m above the floor.

Subsection 6.2.7. Inspection, Testing and Maintenance

6.2.7.1. (1) Maintenance and **testing** of portable extinguishers shall be in conformance with NFPA 10, "Portable Fire Extinguishers".

(2) Portable extinguishers that are **inspected** in conformance with NFPA 10, "Portable Fire Extinguishers", are deemed to satisfy the **inspection** requirements of this Subsection.

Examination

6.2.7.2. Portable extinguishers shall be **inspected** monthly.

Defective extinguishers

6.2.7.3. Portable extinguishers having defects shall be repaired and, if necessary, recharged to ensure the extinguishers will operate effectively and safely.

Tags

6.2.7.4. (1) Each portable extinguisher shall have a tag securely attached to it showing the maintenance or recharge date, the servicing agency and the signature of the person who performed the service.

(2) Sentence (1) does not apply where other **approved** records are maintained that show the maintenance or recharge date, the servicing agency and the signature of the person who performed the service.

Maintenance records

6.2.7.5. A permanent record containing the maintenance date, the examiner's name and a description of any maintenance work or hydrostatic **testing** carried out shall be prepared and maintained for each portable extinguisher.

Maintenance after use

6.2.7.6. Portable extinguishers shall be replaced or recharged after use in conformance with instructions given on the extinguisher nameplate.

6.2.7.7. Extinguisher shells, cartridges or cylinders that show leakage or permanent distortion in excess of specified limits or that rupture shall be removed from service.

6.2.7.8. Hydrostatic pressure **tests** shall be conducted at the original **test** pressure as stated on the nameplate.

Test labels

6.2.7.9. (1) Where a portable extinguisher is **tested**, a label shall be fixed to the extinguisher after **testing** that indicates the month and year the hydrostatic pressure **test** was performed, the **test** pressure used and the name of the person or agency performing the **test**.

(2) Sentence (1) does not apply where a permanent record of the **test** is kept and is available to the **fire department**.

DIVISION B, SECTION 6.3 ALARM AND VOICE COMMUNICATION SYSTEMS FOR LIFE SAFETY

Subsection 6.3.1. General

6.3.3. Smoke Alarms — Maintenance and Testing

Application

6.3.3.1. (1) This Subsection applies to **smoke alarms** in

- (a) **suites of residential occupancy,**
- (b) **guest suites,**
- (c) sleeping rooms not within a **dwelling unit,** and
- (d) other **occupancies** in which **smoke alarms** are required by the **Building Code**.

Landlord is responsible

6.3.3.2. Despite the definition of **owner** in Article 1.4.1.2. of Division A, in the case of a rental **suite**, only the landlord shall be considered to be the **owner** for the purpose of applying Article 1.2.1.1. of Division A to this Subsection.

Duty to maintain in operating condition

6.3.3.3. (1) **Smoke alarms** shall be maintained in operating condition.

(2) Primary and secondary power supplies that serve **smoke alarms** shall be maintained in operating condition.

(3) If the **Building Code** requires a visual signalling component that is integral with or connected to a **smoke alarm**, the visual signalling component shall be maintained in operating condition.

Maintenance instructions to be given to tenant

6.3.3.4. The landlord of each rental **suite** shall give the tenant a copy of the **smoke alarm** manufacturer's maintenance instructions or **approved** alternative maintenance instructions.

Tenant to notify landlord

6.3.3.5. (1) A tenant of a rental **suite** shall notify the landlord as soon as the tenant becomes aware that

- (a) a **smoke alarm** in the unit is disconnected,
- (b) a **smoke alarm** in the unit is not operating, or
- (c) the operation of a **smoke alarm** in the unit is impaired.

Disabling prohibited

6.3.3.6. No person shall disable a **smoke alarm**.

Replacement

6.3.3.7. (1) A **smoke alarm** shall be replaced within the time frame indicated in the manufacturer's instructions.

(2) When a **smoke alarm** is replaced

- (a) in the case of a **suite** subject to Part 9, the replacement shall not provide a lower level or type of protection than that required by Part 9,
- (b) in the case of a **suite** not subject to Part 9 that was constructed on or after April 6, 1998, the replacement shall not provide a lower level or type of protection than that required by the **Building Code** in effect at the time of construction of the **suite**, and
- (c) in the case of a **suite** not subject to Part 9 that was constructed before April 6, 1998, the replacement shall not provide a lower level or type of protection than that required by Article 2.13.2.1.

(3) The **Chief Fire Official** may **approve** an alternative to a requirement of Sentence (2) if, in the opinion of the **Chief Fire Official**, the alternative provides fire safety protection equivalent to or greater than the fire safety protection that would be provided by the requirement.

Testing

6.3.3.8. (1) This Article applies to rental **suites**.

(2) The landlord shall **test smoke alarms** annually and after every change in tenancy.

(3) The landlord shall **test** battery-operated **smoke alarms** after the battery is replaced.

(4) The landlord shall **test smoke alarms** that are connected to an electrical circuit after any change is made to the electrical circuit.

(5) For the purposes of Sentences (2), (3) and (4), **smoke alarms** shall be **tested** by activating the **smoke alarm** test feature.

(6) If the **Building Code** requires a visual signalling component that is integral with or connected to a **smoke alarm**, the landlord shall ensure that any **test** of the **smoke alarm** required by Sentences (2) to (4) activates the visible signalling component.

6.3.4. Carbon Monoxide Alarms — Maintenance and Testing

Application

6.3.4.1. This Subsection applies to carbon monoxide alarms in **buildings** containing a **residential occupancy**.

Landlord is responsible

6.3.4.2. Despite the definition of **owner** in Article 1.4.1.2. of Division A, in the case of a rental **suite of residential occupancy**, only the landlord shall be considered to be the **owner** for the purpose of applying Article 1.2.1.1. of Division A to this Subsection.

Duty to maintain in operating condition

6.3.4.3. (1) Carbon monoxide alarms shall be maintained in operating condition.

(2) Primary and secondary power supplies that serve carbon monoxide alarms shall be maintained in operating condition.

Maintenance instructions to be given to tenant

6.3.4.4. The landlord of each rental **suite of residential occupancy** shall give the tenant a copy of the carbon monoxide alarm manufacturer's maintenance instructions or **approved** alternative maintenance instructions.

Tenant to notify landlord

6.3.4.5. (1) A tenant of a rental **suite of residential occupancy** shall notify the landlord as soon as the tenant becomes aware that

- (a) a carbon monoxide alarm in the unit is disconnected,
- (b) a carbon monoxide alarm in the unit is not operating, or
- (c) the operation of a carbon monoxide alarm in the unit is impaired.

Disabling prohibited

6.3.4.6. No person shall disable a carbon monoxide alarm.

Replacement in certain buildings

6.3.4.7. (1) Subject to Sentence (2), this Article applies to every **building** that contains a **residential occupancy** and

- (a) a fuel-burning **appliance**,
- (b) a fireplace, or
- (c) a **storage garage**.

(2) This Article applies

- (a) as of April 15, 2015, in the case of **buildings** that contain no more than six **suites of residential occupancy**, and
- (b) as of October 15, 2015, in the case of **buildings** that contain more than six **suites of residential occupancy**.

(3) A carbon monoxide alarm shall be replaced within the time frame indicated in the manufacturer's instructions.

(4) Despite Section 2.16, when a carbon monoxide alarm is replaced in a **suite of residential occupancy** constructed on or after August 6, 2001, the replacement

- (a) shall not provide a lower level or type of carbon monoxide protection than that required by the **Building Code** as it read on the day the **suite** was constructed, and
- (b) shall comply with CSA-6.19, "Residential Carbon Monoxide Alarming Devices" or UL 2034, "Single and Multiple Station Carbon Monoxide Alarms".

(5) When a carbon monoxide alarm is replaced in a **suite of residential occupancy** constructed before August 6, 2001, the replacement carbon monoxide alarm shall meet the requirements of Article 2.16.2.1.

(6) The **Chief Fire Official** may **approve** an alternative to a requirement of Sentence (4) or (5) if, in the opinion of the **Chief Fire Official**, the alternative provides life safety protection equivalent to or greater than the life safety protection that would be provided by the requirement.

Testing

6.3.4.8. (1) This Article applies to rental **suites** of **residential occupancy**.

(2) The landlord shall **test** carbon monoxide alarms annually and after every change in tenancy.

(3) The landlord shall **test** battery-operated carbon monoxide alarms after the battery is replaced.

(4) The landlord shall **test** carbon monoxide alarms that are connected to an electrical circuit after any change is made to the electrical circuit.

(5) For the purposes of Sentences (2), (3) and (4), carbon monoxide alarms shall be **tested** by activating the carbon monoxide alarm test feature.