



**TOWN OF SNOW LAKE**

**BY-LAW NUMBER 953/16**

**BEING A BY-LAW TO PROVIDE FOR THE REGULATION OF TRAILER COURTS WITHIN THE BOUNDARIES OF THE TOWN OF SNOW LAKE.**

**WHEREAS** Section 232 (2) of *The Municipal Act* provides in part as follows:  
232 (2) Without limiting the generality of subsection (1), a council may in a by-law passed under this Division

- a) regulate or prohibit
- b) ...
- c) ...
- d) establish fees or other charges for services, activities or things provided or done by the municipality or for the use of property under the ownership, direction, management or control of the municipality

**AND WHEREAS** it is deemed advisable to regulate the use of house trailers within the boundaries of the Town of Snow Lake;

**NOW THEREFORE** the Council of the Town of Snow Lake enacts as a by-law the following:

1. TITLE this by-law may be referred to as 'The Trailer Court By-Law'.
2. DEFINITIONS — In this by-law:
  - a) "Council" means the Council of the Town of Snow Lake;
  - b) "Town" means the Town of Snow Lake
  - c) "Facilities" means water, sewer and electrical services situate on the site
  - d) "Owner" means the person in whose name the trailer is registered under the *Highway Traffic Acts* and Includes:
    - I. the person who holds the legal title to the vehicle
    - II. any person in possession of the vehicle under a contract providing that the ownership, title and property therein is to vest in him at a subsequent time upon payment & the whole or part of the price or the performance of any condition
    - III. any person who is a lessee or mortgagee of the vehicle and who is entitled to be in possession of same
  - e) "Park" and its derivatives means the standing of a trailer otherwise than temporarily for the purpose of and while actually engaged in loading and unloading, or in obedience to traffic regulations, signs or signals
  - f) "Person" includes a firm or corporation
  - g) "Trailer" means a structure capable of being drawn along a highway on its own wheels by a motor vehicle (whether or not such wheels remain permanently affixed to such structure), the whole of which is used or intended for the purpose of human habitation

h) "Trailer Court" means the lands designated as the trailer court or park, the plans of which are filed with the Council

i) "Trailer Site" means those portions of the Trailer Court designated by the Council as an area on which one trailer may be parked


j) "Trailer Site Rental" means the site rental fee as set out by resolution of Council from time to time

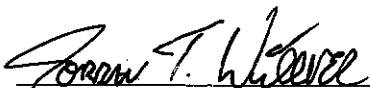
k) "Square Footage" of trailer includes all porches, garages and buildings attached thereto or built thereon unless otherwise specified

3. The Council shall mark off and designate the Trailer Court into streets and footpaths
4. The Council shall not permit more than sixty (60) trailers to occupy the English Drive trailer court at any one time.
5. No person may use or occupy for human habitation, or being the owner thereof or his agent, may allow to be used or occupied for human habitation, a trailer in the Town unless it is parked on a trailer site in the trailer courts.
6. Effective the date of this by-law approval any trailer being moved into the trailer court must adhere to the structural standards as determined by "Canadian Standards Association" (CSA) Mobile Home Structural Standards "contained within the Z240 series and all revisions thereto.
7. A trailer shall have a minimum floor area of at least 601 square feet, not including porch
8. The trailer and trailer site shall be kept clean and free from rubbish and other debris
9. The trailer shall be equipped for means of keeping the facilities and all connections there from above ground level to the trailer, against damage from freezing.
10. The trailer shall be installed on the lot so that there is a minimum of 36" between the base of the trailer and the water/sewer connection.
11. No trailer may be occupied by more than one person for each eighty square feet of floor area thereof; for the purpose of determining the number of persons occupying a trailer, a child under one year of age shall not be counted; a child from one to ten years of age shall be deemed to one-half a person; and a person over the age of ten years shall be deemed to be one person.
12. Without being limited by the foregoing, every trailer shall comply in all respects with the rules and regulations of the Province of Manitoba with regard to health and sanitation pertaining to human habitation.

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13. Where any trailer is not in conformity with the standard set forth in this by-law, the council shall notify the owner, agent or occupier thereof, in writing, specifying wherein the said trailer is defective and the owner, agent or occupier than at his own expense, within one month of having received such notice, shall make the same comply With the provisions of this by-law, or remove the trailer form the trailer court.
  14. No person may park a trailer within the trailer court without having first entered into a form of lease for a trailer site.
  15. Any persons wishing to lease a trailer court lot from the Town must complete an Application for Tenancy, as set out in Schedule A hereto, and be approved by the town administration as a tenant.
  16. Any persons that are approved shall sign a one year Tenancy Agreement (Schedule B) which can be renewed on a Renewal of Tenancy Agreement (Schedule C). This renewal will be subject to a satisfactory tenancy by the tenants. A satisfactory tenancy is described as a lack of complaints from other tenants, a satisfactory maintenance of the property and no history of rental payments in arrears.
  17. The damage deposit shall be equal to 50% of the rent for the first month.
  18. Rental rates for trailer court lots shall be calculated on a square footage bases (Schedule D). Rental rates will be reviewed yearly and may be adjusted.
  19. Trailer court lots will be charged a licensing fee as set out by the Town of Snow Lake (Schedule D) which will be reviewed on a yearly basis and may be adjusted.
  20. If a mobile home is sold and scheduled to be moved from the trailer court, the tenant will be responsible for the rental payments until the mobile home is moved.
  21. All Leases signed and in effect prior to the passing of this by-law shall remain valid and in effect however they shall be subject to clauses 16 and 17 of this by-law.
  22. Council authorizes the town administrator to commence eviction proceedings on any tenant whose rent arrears exceed two month.
  23. Rental rates for constructed garages shall be calculated under the same rate structure as mobile homes, except at  $\frac{1}{2}$  the square footage.
  24. The maximum allowable age for used trailers to be moved onto a lot is set at ten (10) years old.
  25. That By-Law 925/13 and all amending by-laws there to shall and are hereby rescinded.

**DONE, PASSED, AND ENACTED** by Council duly assembled at the Council  
Chambers of the Town of Snow Lake, in the Province of Manitoba this 20 day of  
December A.D. 2016.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

Read a first time this 1st day of November, 2016.  
Read a second time this 1st day of November, 2016.  
Read a third time this 20<sup>th</sup> day of December, 2016.

**SCHEDULE A**

**APPLICATION FOR TENANCY**

For **Snow Lake Trailer Court** \_\_\_\_\_ English Drive.

1. Name: \_\_\_\_\_
2. Address: \_\_\_\_\_

	<b>Location</b>	<b>Telephone</b>	<b>Length of Residency</b>
<b>Current</b>			
<b>Previous</b>			

3. Name of present property owner or manager \_\_\_\_\_  
Address and/or Telephone \_\_\_\_\_

4. Employed by \_\_\_\_\_ How Long \_\_\_\_\_

5. Previous Tenancy: If you have rented before, please list your former property owner, beginning with the most recent. Use back of this page if additional space is required.

<b>Property Owner/ Manager</b>	<b>From Month/Year</b>	<b>To Month/Year</b>	<b>Address/Telephone</b>

\*If you have no previous record, or are under the age of majority, you may be required to provide a co-signer.

5. Character References: If you have never rented before, please list the names of **THREE** persons (other than relatives) who are personally knowledgeable of your suitability and reliability as a prospective tenant. Out-of-province applicants should list at least one Manitoba reference, if possible.

<b>Name</b>	<b>Address</b>	<b>Telephone</b>

**SCHEDULE B**

**Snow Lake Trailer Court  
Mobile Home Tenancy Agreement**

This form of Agreement is modeled after the *Standard Residential Tenancy Agreement for Mobile Homes and Sites* as prescribed under *The Residential Tenancies Act* (the Act) and applies to all residential tenancies in the Town of Snow Lake, Manitoba respecting mobile homes and mobile home sites. **Two** copies must be made and signed by both landlord and tenant. One copy must be given to the tenant within twenty-one days after it is signed.

This Tenancy Agreement is made in duplicate between **The Town of Snow Lake**, PO Box 40, Snow Lake , MB R0B1M0, the Landlord AND \_\_\_\_\_  
\_\_\_\_\_, the Tenant.

1. Address of Rental Unit

The landlord agrees to rent to the tenant:

- a mobile home
- a mobile home site
- a mobile home and mobile home site

at the following location - \_\_\_\_\_ **English Drive.**

*(as of November 6, 2007 must be Z240 standard)*

Trailer Make: \_\_\_\_\_ Year: \_\_\_\_\_

Model: \_\_\_\_\_ Serial No: \_\_\_\_\_

CSAWA No: \_\_\_\_\_ Gross Wt: \_\_\_\_\_

Trailer Size: \_\_\_\_\_ = \_\_\_\_\_ sq. footage

Addition Size: \_\_\_\_\_ = \_\_\_\_\_ sq. footage.

Total Sq. Footage: \_\_\_\_\_

2. Term of Tenancy

Complete either (a) or (b):

(a) Fixed Term Tenancy

The tenancy is for a fixed term beginning on \_\_\_\_\_ (date)

and ending on \_\_\_\_\_ (date).

(b) Periodic Tenancy

The tenancy is periodic, beginning on \_\_\_\_\_ (date)

and continuing \_\_\_\_\_ (weekly, monthly).

3. Amount of Rent Payable

The Schedule of Fees for a site rental shall be based on the floor area of the trailer placed on the site, calculated by outside measurements, including built-on additions.

The tenant agrees to pay rent to the landlord on the FIRST day of each and every MONTH in the following amount:

(Note: both columns are to be completed if a rent increase is due on the rental unit before the termination date of this agreement.)

Effective \_\_\_\_\_

Effective \_\_\_\_\_

Lot Rent \_\_\_\_\_

Lot Rent \_\_\_\_\_

The Town Administrator will commence eviction proceedings on any tenant whose rent arrears exceed two months.

4. Amount of licence fees or municipal taxes payable

The tenant agrees to pay:

- municipal licence fees, or
- municipal taxes on the mobile home and any other structures on the mobile home site

to  the landlord, or  
 the municipality - **The Town of Snow Lake**

on or before the following due dates:

- Municipality's Annual due date
- Monthly Payment
- Other

\_\_\_\_\_ \$ \_\_\_\_\_  
**on or before  
the first of each  
and every month**

(NOTE: A tenant may be required to pay municipal taxes or licence fees on a mobile home and/or assessable property on a mobile home site **only** if the mobile home or other property is not owned by the landlord.)

5. Services and Facilities

- a) The tenant agrees to pay for the following services and facilities: water usage, sewage disposal, and garbage collection.
- b) The landlord is not responsible for the following: connecting and disconnecting the water and sewer service from the service box to the trailer; connecting and disconnecting the electric current; and any further beautification of the lot.
- c) The tenant agrees to provide all necessary materials, including but not limited to meter, wiring and mast required to connect the trailer to the electrical service.
- d) The tenant will provide all necessary sewer and water pipes and connections, including a water check valve, required to connect the trailer to the sewer and water service.
- e) The tenant will make application to Council before making any additions to the site or trailer.

f) The tenant shall take good care of the trailer site and keep it and the trailer parked thereon in a clean and healthful condition.

g) The landlord agrees to provide a trailer pad and parking space and maintenance thereafter at the town's discretion.

6. Security Deposit

The landlord acknowledges receipt from the tenant of a security deposit of \$\_\_\_\_\_ (equals one half month rent) on \_\_\_\_\_ (date).

7. Occupants of Rental Unit

In addition to the tenant and any increase in the tenant's family by marriage, birth or adoption during the tenancy, only the following persons may occupy the rental unit: \_\_\_\_\_

8. Use of Rental Unit for Residential Purposes only

The tenant agrees to use the rental unit and residential complex for residential purposes only and shall not carry on, or permit to be carried on, any trade or business in the rental unit without the written consent of the landlord.

9. Furniture

Check either:

No furniture is provided.

Furniture is provided and an itemized list of the furniture is attached.

10. Obligations under *Act*

The landlord and tenant shall comply with all obligations imposed on them by the *Act*.

11. Termination

The landlord or the tenant may terminate this agreement in the manner and under the circumstances described in the *Act*.

12. Additional Rules and Conditions

The landlord and tenant agree to comply with any additional rules and conditions as set out in **By-Law No. 953/16** which is attached to this tenancy agreement. Any additional rule or condition that is inconsistent with the *Act* cannot be enforced.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Landlord)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Tenant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Tenant)



**SCHEDULE C**

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**Snow Lake Trailer Court  
Mobile Home Renewal of Tenancy Agreement**

This Renewal Agreement is made in duplicate between:

**The Town of Snow Lake, PO Box 40, Snow Lake MB R0B 1M0  
(204) 358-2551, the Landlord**

AND

\_\_\_\_\_  
\_\_\_\_\_, the Tenant.

The Landlord and Tenant agree to renew the Tenancy Agreement respecting the rental unit located at:

\_\_\_\_\_ **English Drive, Snow Lake MB** for a fixed term beginning on \_\_\_\_\_  
and ending on \_\_\_\_\_

At the following rent: (Note: both columns are to be completed if a rent increase is due on the rental unit before the termination date of this agreement.)

Effective	_____	Effective	_____
Rent:	\$ _____	Rent:	\$ _____
Licence Fee	\$ _____	Licence Fee	\$ _____
Water/Sewer	\$ <u>metered</u>	Water/Sewer	\$ <u>metered</u>
Garbage	\$ _____	Garbage	\$ _____
TOTAL	\$ _____	TOTAL	\$ _____

\_\_\_\_\_  
(Date) (Signature of Landlord)

\_\_\_\_\_  
(Date) (Signature of Tenant)

\_\_\_\_\_  
(Date) (Signature of Tenant)

**SCHEDULE D**

**TRAILER COURT - RENT AND LICENCE FEES**

Square Footage	Rent	Lic Fee	Total
	Jan 1/17	Jan 1/17	Jan 1/17
601 - 700	\$63.45	\$53.35	\$116.80
701 - 800	\$72.53	\$53.35	\$125.88
801 - 900	\$81.58	\$53.35	\$134.93
901 - 1000	\$89.55	\$53.35	\$142.90
1001 - 1100	\$99.70	\$53.35	\$153.05
1101 - 1200	\$108.78	\$53.35	\$162.13
1201 - 1300	\$117.84	\$53.35	\$171.19
1301 - 1400	\$126.91	\$53.35	\$180.26
1401 - 1500	\$135.98	\$53.35	\$189.33
1501 - 1600	\$145.83	\$53.35	\$199.18
1601 - 1700	\$154.82	\$53.35	\$208.17
1701 - 1800	\$163.93	\$53.35	\$217.28
1801 - 1900	\$173.03	\$53.35	\$226.38
NEW			
1901 - 2000	\$181.20	\$53.35	\$234.55
2001 - 2100	\$190.26	\$53.35	\$243.61



# Town of Snow Lake



Town Office

PO Box 40

Snow Lake, Manitoba R0B 1M0

Phone: 204-358-2551

Fax: 204-358-2112

E-mail: [snowlake@mymts.net](mailto:snowlake@mymts.net)

Website: [www.snowlake.com](http://www.snowlake.com)

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## Lot Rental (\$80,000)

- Contributes to Protective Services provided
- Contributes to Transportation Services provided
- Contributes to Environmental Development Services provided
- Contributes to Economic Development Services provided
- Contributes to Recreation and Cultural Services provided
- Contributes to Fiscal Services provided

## TC Licence (\$36,000)

- Contributes to the General Government Services provided
- Contributes to Public Health and Welfare Services provided

## Monthly Billing

- Contributes to Environmental Health Services provided
- Contributes to Utility Services provided