

CORPORATION OF THE TOWN OF PETAWAWA

BY-LAW NUMBER 107/99

BEING A BY-LAW TO LICENCE, REGULATE AND GOVERN
PAWNBROKERS IN THE TOWN OF PETAWAWA.

WHEREAS the Pawnbrokers Act, R.S.O. 1990, Chapter P.6, gives authorization to the Council of a Town to pass By-laws for the licensing, regulating and governing of Pawnbrokers to carry on the business of taking by way of pawn or pledge, any article for the repayment of money lent thereon;

NOW THEREFORE the Municipal Council of the Corporation of the Town of Petawawa enacts as follows:

1. Short Title

That this By-law shall be known as "the Pawnbrokers By-law".

2. Definitions

For purposes of this By-law:

- (i) "Act" means the Pawnbrokers Act, R.S.O. 1990, c.P.6, as amended from time to time;
- (ii) "By-Law Enforcement Officer" means a By-Law Enforcement Officer of the Municipality;
- (iii) "Licence" means a licence issued pursuant to this By-law;
- (iv) "Municipality" means the Corporation of the Town of Petawawa;
- (v) "Council" means the elected Council of the Town of Petawawa;
- (vi) "Licence Issuing Officer" means the Clerk of the Municipality;
- (vii) "Pawnbroker" means a person who, within the municipal limits of the Municipality, carries on the business of taking by way of pawn or pledge, any article for the repayment of money lent thereon;
- (viii) "Pawner" means a person who delivers an article for pawn to a Pawnbroker;
- (ix) "Pledge" means an article pawned with a Pawnbroker;
- (x) "Police Officer" means a police officer of the Ontario Provincial Police;
- (xi) "Shop" includes any place where the business of a Pawnbroker is carried.

3. Licence Required

- (a) No person shall carry on the business of a Pawnbroker within the Municipality without a valid, current and subsisting Licence (including renewals thereof).
- (b) No person shall, by virtue of one Licence, carry on business as a Pawnbroker in more than one shop.
- (c) Where two or more persons carry on business as Pawnbrokers in partnership in the same Shop, only one Licence shall be required.

- (d) Where, prior to expiry of a Licence, the holder of such Licence has applied for a renewal, and paid the prescribed fee, the Licence shall be deemed to continue,
 - (i) until the renewal is granted; or
 - (ii) until the application has been finally determined by the Licence Issuing Officer or where there is an appeal from the decision of the Licence Issuing Officer, until the last day for launching an appeal or such later date as may be fixed by the body to whom the appeal may be taken.
- (e) No application for a Licence or renewal of a Licence, shall be refused until after the applicant has been afforded a hearing by the Council.

4. Annual Licence Fee and Security

- (a) A fee of Sixty Dollars (\$60.00) shall be paid annually for every Licence, or renewal thereof, to the Municipality prior to the issuance of the Licence or renewal thereof.
- (b) Every Pawnbroker shall give to the Municipality security, to the satisfaction of the Municipal Treasurer, in the sum of Two Thousand Dollars (\$2,000.00) for the due observance by the Pawnbroker of the Act and this By-law.

5. Business Sign and Notice of Rights, Rates & Charges

- (a) A Pawnbroker shall keep exhibited in large, legible characters on a sign over the front door of his/her shop, the Pawnbroker's name and the word "Pawnbroker".
- (b) A Pawnbroker shall keep displayed conspicuously in the shop, a notice in large, legible characters so as to be visible to persons pawning articles, or redeeming pledges, showing:
 - (i) rights of redemption of pledges;
 - (ii) rates of interest authorized by law to be taken by Pawnbrokers for sums lent; and
 - (iii) the maximum charges authorized by the Act.
- (c) In addition to the profit on the sum lent, being interest thereon at not more than the lawful rate, a Pawnbroker is entitled to make the following charges:
 - (i) for a pawn ticket, not more than twenty (20) cents;
 - (ii) for storage of a pledge, not more than ten (10) cents per month per cubic foot or part thereof of storage space taken up by the pledge;
 - (iii) for the copy of a pawn ticket and printed form of affidavit, not more than twenty (20) cents.

6. Weekly Report

- (a) Every Pawnbroker shall, before noon of every Thursday of every week in every year, make a report to the Detachment Commander of the Ontario Provincial Police Upper Ottawa Valley detachment:
 - (i) The report shall contain, in respect of every transaction made, all of the information required under section 8 of this By-law to be entered in the Pawnbroker's book;

- (ii) The report will be a legible copy from the Pawnbroker's book.
- (b) The By-Law Enforcement Officer and every Police Officer shall, at all times, be given access to, and may inspect a Pawnbroker's books, papers and pledges, and when so engaged may have with him or her such other persons as he or she considers advisable.

7. Restrictions Upon Pawnbrokers

- (a) A Pawnbroker shall not:
 - (i) Purchase any article or receive or take any article in pawn from any person who appears to the Pawnbroker to be under the age of eighteen years or to be under the influence of alcohol or drugs;
 - (ii) Purchase or take in pawn, a pawn ticket issued by himself/herself or any other Pawnbroker;
 - (iii) Carry on business as a Pawnbroker on Sunday, Good Friday, Christmas Day, or any day appointed by proclamation of the Governor General or the Lieutenant Governor as a public holiday, or any other day before 8:00 o'clock in the morning or after 8:00 o'clock in the evening;
 - (iv) Purchase, sell or otherwise deal with any pledge while in pawn to the Pawnbroker, except in accordance with the Act;
 - (v) Suffer any pledge while in pawn to the Pawnbroker to be redeemed with a view to the Pawnbroker's purchasing it;
 - (vi) Make any contract or agreement with any person pawning or offering to pawn any article, or with the owner thereof, for the purchase, sale or disposition thereof within the time of redemption;
 - (vii) Take in pawn any cross, medal, insignia, or other decoration granted by or with the approval of Her Majesty; and
 - (viii) Melt any gold, silver, platinum or other precious metal that was pawned with the Pawnbroker, that was not redeemed, and that has become the Pawnbroker's absolute property under the Act unless authorized to do so by the Council.
- (b) Where a Pawnbroker has reasonable cause to suspect that the article offered to the Pawnbroker has been stolen, or otherwise unlawfully obtained, the Pawnbroker shall forthwith report the matter to the Ontario Provincial Police.

8. Pawnbroker's Book

- (a) Every Pawnbroker who takes an article in pawn shall, before any money is lent thereon, enter in a book to be kept only for that purpose, the following information:
 - (i) the day, month and year in which the pledge was taken;
 - (ii) the full name, address and a description of the person delivering the article for pawn reasonably sufficient to identify such person, including sex, estimated age, height, complexion and full particulars of identification, if produced. Where the person who delivers the article for pawn, states that he/she is the agent of the owner, for the purpose of pawning it, the name and address of the owner shall be listed;

- (iii) a description of the pledge, reasonably sufficient to identify it; and
 - (iv) the sum lent on the pledge.
- (b) Where a person tendering an article for pawn refuses to produce any identification, the Pawnbroker shall enter in the book a note to that effect, which shall be deemed to constitute compliance with the identification requirements.
 - (c) The entries shall be numbered in the book consecutively in the order in which the articles are pawned.
 - (d) Each pledge shall be identified by a number that corresponds with the number of the pawn ticket and the entry of the transaction in the Pawnbroker's book and when the pledge is redeemed the Pawnbroker shall record the amount of interest taken and of all other charges and shall keep the record for not less than one year after redemption.

9. **Pawn Ticket**

- (a) At the time of taking an article in pawn, the Pawnbroker shall give the Pawner a pawn ticket containing the following information:
 - (i) the Pawnbroker's name and business address;
 - (ii) the name of the Pawner;
 - (iii) the day, month and year in which the pledge was taken in pawn;
 - (iv) the number of the entry of the pledge in the Pawnbroker's book;
 - (v) a description of the pledge;
 - (vi) the sum lent on the pledge;
 - (vii) the rate of interest charged for the sum lent;
 - (viii) the charge for the pawn ticket;
 - (ix) the charge for storage, if any.
- (b) Except as hereinafter provided in Section 13 of this By-Law, a Pawnbroker is not bound to deliver a pledge until the pawn ticket for it is produced and delivered to the Pawnbroker.
- (c) The holder, for the time being, of the pawn ticket shall be presumed to be the person entitled to redeem the pledge, and the Pawnbroker shall accordingly, on payment of the sum lent, lawful interest and charges, deliver the pledge to the person producing the pawn ticket.
- (d) Despite Section 9(c) of this By-law, where a Pawnbroker and a Pawner agreed that the pawn ticket shall not be transferable, and such conditions are clearly shown on the pawn ticket, the Pawner only, may redeem the pledge.

10. **List of Pawns**

Every Pawnbroker shall keep up-to-date during each year a list, arranged alphabetically, of the names of persons who have pawned articles with the Pawnbroker and each such list shall be kept for not less than one year after the end of the year during which it was compiled.

11. Redemption

Where the sum lent upon a pledge is \$15.00 or less, it may be redeemed at any time within one year after the day on which it was pawned by tendering to the Pawnbroker the pawn ticket, the sum borrowed, and the lawful interest and charges, and, if it is not so redeemed, it becomes the Pawnbroker's absolute property.

12. Tender and Consequences of Refusal

- (a) If during the period that a pledge is redeemable, the Pawner tenders to the Pawnbroker, the pawn ticket, the sum lent and lawful interest and charges, and the Pawnbroker neglects or refuses, without reasonable cause, to deliver back the goods so pawned, the Pawner may make oath thereof before a Justice of the Peace, who shall summon such person before him, and shall examine, on Oath, the parties and their witnesses touching the matter.
- (b) If tender of the pawn ticket with the sum lent and the lawful interest and charges is proved to have been made within such time, then on payment by the Pawner of the total amount owed, or, if the Pawnbroker refuses to accept such amount on tender before the Justice, the Justice shall, by order, direct the pledge to be forthwith delivered to the Pawner or, if it is not so delivered, shall direct the Pawnbroker to make satisfaction for the value thereof, to be fixed by the Justice and if the Pawnbroker neglects or refuses to deliver up the pledge or to make satisfaction for the value so fixed, the Justice shall commit him or her to imprisonment for a period of not more than three months, or until he or she delivers up the pledge or makes satisfaction for the value so fixed.
- (c) If a person entitled and offering to redeem a pledge shows, to the satisfaction of the Justice of the Peace, that the pledge has become, or has been rendered, of less value than it was at the time of pawning thereof, by or through the default, neglect or wilful misbehaviour of the Pawnbroker, the Justice may award a reasonable satisfaction to the owner of the pledge in respect of the damage, and the amount awarded shall be deducted from the amount payable to the Pawnbroker, or shall be paid by the Pawnbroker, as the case requires, in such manner as the Justice may direct, and in case of default, the Pawnbroker is liable to the punishment mentioned in Section 12(b) of this By-law.

13. Loss of Pawn Ticket

- (a) Any person claiming to be entitled to redeem a pledge, but not holding the pawn ticket, may apply to the Pawnbroker for a copy of the pawn ticket and a printed form of affidavit, which the Pawnbroker shall deliver to the person upon payment of the charge therefor.
- (b) If the claimant proves to the satisfaction of the Justice of the Peace the right to redeem the pledge, and on or before the third day after the day on which the form of affidavit is delivered to the person by the Pawnbroker, exclusive of the days on which the Pawnbroker is prohibited from carrying on business, delivers back to the Pawnbroker the affidavit duly sworn and endorsed with a certificate of the Justice, that such proof has been made, the claimant has, as between the claimant and Pawnbroker, all the rights and remedies that the claimant would have had if the claimant has produced the pawn ticket.
- (c) The Pawnbroker is not bound to deliver the pledge to any person until the expiration of such three days.
- (d) The Pawnbroker shall be indemnified for delivering the pledge, or otherwise acting in conformity with the affidavit, and certificate, unless the

Pawnbroker has notice that the affidavit is fraudulent or false in a material particular.

14. Liability

- (a) Where a pledge is destroyed or damaged by or in consequence of fire, lightning or tempest or any additional peril defined in a standard fire insurance additional perils supplemental contract, the Pawnbroker is nevertheless liable, on application within the period during which the pledge would have been redeemable, to pay the value of the pledge after deducting the sum lent, lawful interest and charges, such value to be the sum lent, lawful interest and charges and twenty-five (25) per cent on the sum lent.
- (b) A Pawnbroker has an insurable interest in the pledge to the extent of the value so estimated.

15. Notice/Notices

- (a) Where the sum lent upon a pledge is more than fifteen dollars (\$15.00), but not more than thirty dollars (\$30.00), the Pawnbroker may at any time, after it has been in pawn for at least one year, send to the Pawner, by first class prepaid mail to the address shown in the Pawnbroker's book to be the address of the Pawner, a notice identifying the transaction and stating that, unless the pledge is redeemed within fifteen days next after the day of mailing the notice, it becomes the Pawnbroker's absolute property.
- (b) Any such pledge may be redeemed at any time within the fifteen days next after the day of mailing the first notice by tendering to the Pawnbroker the pawn ticket, the sum borrowed, and the lawful interest and charges, and if it is not so redeemed, it then becomes the Pawnbroker's absolute property.
- (c) Where the sum lent upon a pledge is more than thirty dollars (\$30.00), the Pawnbroker may, at any time after it has been in pawn for at least one year, send to the Pawner by first-class prepaid mail to the address shown in the Pawnbroker's book to be the address of the Pawner, a notice identifying the transaction and stating that unless the pledge is redeemed within the fifteen (15) days next after the day of mailing the notice, a final notice will be published in a newspaper having general circulation in the Municipality identifying the transaction and stating that unless the pledge is redeemed within the fifteen (15) days next after the day of publication of the notice, it becomes the Pawnbroker's absolute property.
- (d) If the pledge is not redeemed within the fifteen (15) days next after the mailing of the first notice, the Pawnbroker may, at any time thereafter, give the final notice.
- (e) Any such pledge may be redeemed at any time within the fifteen (15) days next after the day of publication of the final notice, as the case may be, by tendering to the Pawnbroker the pawn ticket, the sum borrowed and the lawful interest and charges, and, if it is not so redeemed, it becomes the Pawnbroker's absolute property.
- (f) The one year period mentioned in section 11, 15(a) and 15(c) of this By-Law commences on the day following the day on which the pledge was put in pawn and ends with the close of business on the 365th day thereafter.
- (g) The fifteen (15) day period mentioned in Section 15(a) and 15(b) of this By-Law commences on the day following the day on which the first notice was mailed, or the final notice published, as the case may be, and ends with the close of business on the fifteenth day thereafter.

- (h) When a period mentioned in Section 15(f) or 15(g) of this By-Law ends on a day on which business is not carried out, the next business day is included in the period.
- (i) As soon as a notice mentioned in Section 15 of this By-Law has been sent or published, the Pawnbroker shall make, or cause to be made, an affidavit as to the sending or publication, as the case may be, of the notice and such notice shall be kept by the Pawnbroker for at least two (2) years.

16. Penalties

- (a) Any person who without reasonable excuse contravenes or fails to comply with a provision of this By-Law is guilty of an offence and on conviction is liable to a fine of not more than Three Thousand Dollars (\$3,000.00).
- (b) A proceeding to prosecute an offence against this By-Law may be commenced within twelve months next after the offence was committed.

17. Severability

If any or requirement of this By-Law or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this By-Law or the application of such provision or requirement to all other persons other than those to which it is held to be invalid or unenforceable, shall not be affected thereby and it is hereby declared to be the intention of Council that each provision and requirement of this By-Law shall be separately valid and enforceable to the fullest extent permitted by law.

18. Section Headings

Section headings in this By-Law are not to be considered part of this By-Law and are included solely for the convenience of reference and are not intended to be a full or accurate description of the contents thereof.

19. Gender

This By-Law shall be read with all changes of gender or number as are required by the circumstances and the context.

- 20. This By-Law shall come into force and take effect on the date of the passing thereof.

READ A FIRST AND SECOND TIME THIS 21st DAY OF September, 1999.

READ A THIRD AND FINAL TIME THIS 21st DAY OF September, 1999.



Mayor



Clerk