



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number _____ - 2024

Right of Entry for Maintenance By-law
(Friendly Neighbour By-law)

WHEREAS Section 132 of the Municipal Act, 2001, S.O., c.25, as amended, provides that a municipality may pass a by-law to authorize the owner, occupant, or agent and employee thereof, of land to enter adjoining land, at any reasonable time, for the purpose of making repairs or alterations to any building, fence, or structures situated on the land of the owner or occupant.

NOW THEREFORE the Council of The Corporation of the City of Brampton
ENACTS as follows:

PART 1 – SHORT TITLE

1. This By-law may be cited as the “Friendly Neighbour By-law”

PART 2 – DEFINITIONS

2. For the purposes of this By-law:

“**Adjoining Lands**” means the lands directly adjacent to the Owner's Lands which the Owner would like to access for the purpose of conducting maintenance on the Owner's Lands;

“**Adjoining Lands Owner**” means the registered owner of the Adjoining Lands according to the City's property tax assessment rolls;

“**Building**” means the following:

- (1) A structure occupying an area greater than 10 square metres consisting of a wall, roof and floor or any of them or a structural system serving the function thereof including all plumbing, works, fixtures and service systems appurtenant thereto;
- (2) A structure occupying an area of 10 square metres or less that contains plumbing, including the plumbing appurtenant thereto;

- (3) Plumbing not located in a structure;
- (4) A sewage system; or
- (5) Structures designated in the building code

“City Property” means any property owned, leased or under the control of the Corporation of the City of Brampton including a right of way.

“Employee (or Agent)” means a person who is hired by the Owner, Lessee or Occupant, of the dominant lands to conduct Maintenance work on the Owner’s Lands.

“Maintenance” means the following:

- (1) **“Maintenance and Upkeep”** means the general maintenance of an existing building, fence or other structure to preserve functioning conditions;
- (2) **“Alteration”** means a structural change to the exterior or interior of an existing building, fence or other structure, but does not include a total replacement of an existing building, fence or other structure;
- (3) **“Repair”** means the provision of facilities, the making of additions or alterations or the taking of any other action that may be required to ensure that a building, fence or other structure conforms with the standards established in a by-law or Act.

“Occupant” means any person or persons over the age of 18 years in possession of the property.

“Owner” means the following:

- (1) The registered owner of land, according to the City's property tax assessment rolls, that is requesting access to the Adjoining Lands or has accessed the Adjoining Lands to perform Maintenance
- (2) The person for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the person's own account or as agent or trustee of any other person, or who would receive the rent if the land and premises were let; and
- (1) A lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the property in accordance with the standards for the maintenance and occupancy of property.

“Owner's Lands” means the lands owned or occupied by the Owner directly adjacent to the Adjoining Lands;

“Property” means a building or structure or part of a building or structure, and includes the lands and premises appurtenant thereto and all mobile homes, mobile buildings, mobile structures, outbuildings, fences and erections thereon whether heretofore or hereafter erected, and includes vacant property.

PART 3 – RIGHT OF ENTRY

3. The owner, occupant of a property is authorized to enter an adjoining property, not including adjoining City property, for the purpose of conducting maintenance to any building, fence or other structures on the property of the owner or occupant but only:
 - i. if the maintenance, repairs or alterations to the building, fence or other structure cannot be made from the property of the owner or occupant or from a street adjoining that property; and
 - ii. to the extent necessary to carry out the repairs or alterations.
4. The right of entry under this by-law may be exercised by an employee or agent of the owner or occupant of the property.
5. The right of entry under this by-law is subject to compliance with the following conditions:
 - i. A person exercising the power of entry shall display or, on request, produce proper identification.
 - ii. The owner or occupant of the property shall provide reasonable written notice of the proposed entry to the occupant of the adjoining property and at least 48 hours before any person enters the Adjoining Property. The notice shall include:
 - a. a description of the work being conducted and how the maintenance, alteration or repair will be made;
 - b. the date of entry and duration of occupation; and
 - c. a telephone number that can be used to contact owner or occupant of the property.
 - iii. The notice shall be served personally to the person to whom it is directed or by registered mail to the last known address of that person, in which case it shall be deemed to have been given on the third day after it is mailed.
 - iv. The duration of the entry shall not exceed the period of time reasonably required to diligently and expeditiously complete the repairs or alterations described in the notice.
 - v. The owner, occupant, or employees and agents thereof, entering onto adjoining lands, shall not create any hazards or allow any hazards to exist on the adjoining lands.
 - vi. The owner or occupant of the property shall, in so far as is practicable, restore the adjoining land to its original condition, including but not limited to removing any equipment or materials on the adjoining property as a result of the entry.

- vii. The owner or occupant of the property shall provide compensation for any damages caused by the entry or by anything done on the adjoining land.
- 6. Despite condition 5.ii, in the event of an emergency, a notice that includes the content prescribed in 5.ii may be given less than 48 hours before any person enters the adjoining property.
- 7. Despite condition 5.ii, and 6, a notice will not be required in the event the owner, occupant, or agent thereof has received written or verbal consent from the adjoining lands owner to allow those requesting entry onto the adjoining lands for the purpose of conducting maintenance.
- 8. The right of entry under this by-law does not authorize:
 - i. Entry into a building, or other structure, on the adjoining property;
 - ii. Entry for any purpose other than conducting the repairs or alterations described in the notice;
 - iii. Entry onto or parking of any vehicles on the adjoining property;
 - iv. The storage of materials or equipment on the adjoining property; and
 - v. An exemption to any person from complying with other applicable federal or provincial legislation or City by-laws.

PART 4 – CIVIL RIGHTS

- 9. Nothing in this by-law affects a right to bring a civil action for damages or otherwise arising out of the entry upon any adjoining property.

PART 5 – OFFENCES

- 10. Every person who contravenes a provision of this article is guilty of an offence and is liable, upon conviction, to a maximum fine as established pursuant to the Provincial Offences Act, R.S.O., 1990, c.P.33.
- 11. No person shall hinder, obstruct, or attempt to hinder or obstruct, any person who is exercising a right of entry under Part 3 of this By-law.

PART 6 – INTERPRETATION

- 12. Wherever a word defined in this By-law is used in the form of a noun, verb, adverb or adjective, it shall be interpreted as having a corresponding defined meaning even if it is in ordinary case.
- 13. All words importing the singular shall include the plural, and words imparting the masculine gender shall include the feminine, and the converse of the foregoing also applies unless the context of the By-law requires otherwise.

PART 7 – SEVERABILITY

- 14. Should any provision, or any part of a provision, of this by-law be declared by a court of competent jurisdiction to be invalid, or to be of no force and effect, it is the intention of Council in enacting this by-law that the same shall not affect the validity of the remaining provisions.

PART 8 – FORCE AND EFFECT

15. This by-law shall come into force and effect on the date of enactment and passage.
ENACTED and PASSED this 26th day of June, 2024.

Approved as to
form.

20 __/month/day

[insert name]

Patrick Brown, Mayor

Approved as to
content.

20 __/month/day

[insert name]

Genevieve Scharback, City Clerk