



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number \_\_\_\_\_ - 2025

To regulate encroachments onto City-owned lands within the City of Brampton

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WHEREAS the *Municipal Act, 2001*, S.O. 2001, c.25 (hereinafter the “*Municipal Act*”) provides that a municipality may pass by-laws with respect to the following matters: Highways, including parking and traffic on highways pursuant to sub-section 11(3) 1; Culture, parks, recreation and heritage pursuant to sub-section 11(3) 5 and Structures, including fences and signs pursuant to sub-section 11(3) 7;

AND WHEREAS section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural Person for the purpose of exercising its authority under the *Municipal Act*;

AND WHEREAS section 8(1) of the *Municipal Act* provides the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS section 391 of the *Municipal Act* provides that a municipality may pass by-laws imposing fees or charges on Persons for the use of its property including property under its control and for services provided or done by or on behalf of it;

AND WHEREAS section 425(1) of the *Municipal Act* provides that a municipality may pass by-laws providing that a Person who contravenes a by-law of the municipality passed under the *Municipal Act* is guilty of an offence;

AND WHEREAS section 429(1) of the *Municipal Act* provides that a municipality may establish a system of fines for offences under a by-law of the municipality passed under the *Municipal Act*;

AND WHEREAS section 444 of the *Municipal Act* provides that if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the Person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS section 446(1) of the *Municipal Act* provides that a municipality has the authority to direct or require a Person to do a matter or thing, the municipality may also provide that, in default of it being done by the Person

directed or required to do it, the matter or thing shall be done at the Person's expense;

AND WHEREAS section 445(3) of the *Municipal Act* provides that the costs incurred by a municipality in doing a thing or matter under section 446(3) may be recovered by adding the costs to the tax roll and collecting them in the same manner as taxes;

AND WHEREAS section 434.1 of the *Municipal Act, 2001* authorizes a municipality to require a Person to pay an administrative penalty if the municipality is satisfied that the Person has failed to comply with a by-law of the municipality passed under the *Municipal Act*;

AND WHEREAS the Council of The Corporation of the City of Brampton deems it appropriate to enact this By-law for the purposes set out below:

- (1) To govern the application and approval procedure for the authorization of encroachments onto City Lands;
- (2) To mitigate the City's exposure to risk and liability; and,
- (3) To protect the City's rights and obligations with respect to City Lands;

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

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## **PART 1 INTERPRETATION**

### **1 Short Title**

1.1 This By-law may be referred to as the “Encroachment By-law”.

### **2 Interpretation**

2.1 Wherever a word is used in this By-law with its first letter capitalized, the term is being used as it is defined in this By-law.

2.2 References in this By-law to items in the plural include the singular, and references to the singular include the plural, as applicable.

2.3 The words “include,” “includes” and “including” are not to be read or interpreted as limiting words, phrases, or descriptions that precede them.

2.4 In this By-law, unless the context otherwise requires, words imparting the singular number shall include the plural, and words imparting the masculine gender shall include the feminine, and further, the converse of the foregoing also applies where the context so requires.

### **3 Definitions**

3.1 In this By-law,

“Alteration” means any activity that results in a removal, addition, alteration, or material change to the City Lands including, but not limited to, the removal, addition, or alteration of, or material change to grading, vegetation or trees, structures, or any other natural or human-made features located therein or thereon;

“Boulevard” means that portion of the Highway between the City property line and the Highway which is not used or intended for use for vehicular travel by the general public, and includes the landscaped areas and any driveway apron, but does not include any paved or poured hard-surface sidewalk or a curb or gutter that is not part of a driveway apron;

“Boulevard Garden” means an area of ground within the public right-of-way where an Owner or Occupant cultivates plants to provide aesthetic value or native habitat on the Boulevard directly abutting their residential private property and, where applicable, on the portion of the public right-of-way extending beyond a Sidewalk up to the property line of the abutting residential private property, but does not include the cultivation of Prohibited Plants, shrubs, bushes, trees, or Hard Landscape Features;

“Building” means any structure having a roof, supported by columns or walls and shall include, but not be limited to such things as porches, steps, staircases, awnings, and decks;

“City” means The Corporation of the City of Brampton;

“City Lands” means any lands owned by or leased or licensed to or under the management of the City, Easements in favour of the City, which can include but is not be limited to any road, lane, public Highway, right-of-way, 0.3 meter reserve, park, woodland, wetland, valley land, watercourse corridor, greenbelt, walkways, stormwater management facility, open space, municipal golf course, municipal cemetery, and lands in which the City holds any real property interest, and all parts thereof, including any surface, grassed area, boulevard, ditch, curb, gutter, and sidewalk;

“Curb” means the lateral boundary of the Highway, whether such lateral boundary physically marked or not;

“Designated Staff Person” means a Person employed by the City of Brampton and designated to perform a function under this By-law;

"Ditch" means that part of a Highway that was designed or exists for the purpose of storing or carrying stormwater;

"Easement" means an interest in land owned by another Person, consisting of the right to use or control that land, or an area above or below it, for a specific limited purpose and expressly or by implication may preclude certain encroachments, but does not include an interest created by a license;

"Encroachment" means any type of vegetation, structure, building, man-made object or item of Personal Property of a Person which exists wholly upon, or extends from that Person's Premises onto, City Lands and shall include any aerial, surface, or subsurface encroachments, but does not include sod or topsoil and seed;

"Encroachment Agreement" means an agreement prepared by the City for execution by the City and a Person by which such Person is granted authorization to erect, place, or maintain an encroachment on City Lands;

"Expenses" means any and all sums of money actually spent or required to be spent by the City, and shall include but not be limited to all charges, costs, administrative fees, taxes, GST, outlays, legal fees, and losses;

"Hard Landscape Feature" means any non-vegetative, solid, structural or element, aesthetic element that can include garden walls, retaining walls, decorative rocks or boulders, pavers, concrete, bricks, stones, statues, or any other constructed or manufactured material that alters the natural grade or composition of the landscaped area;

"Highway" means a common and public highway, and includes one or both of the following:

- (1) any street, road, avenue, parkway, lane, driveway, boulevard, sidewalk, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles or persons, or
- (2) the area between the lateral property lines of any highway or road allowance including any curbs, gutters, boulevards, culverts, ditches and retaining wall;

"Liability Insurance" means a valid and in good standing Liability Insurance policy with coverage in an amount to be specified by the City, at its sole and absolute discretion from an Insurance Company having a minimum rating of B+ (A.M.Best), 'Baa (Moody's) or 'BBB" (Standard and Poor's) the Liability Insurance shall cover the portion of the City Land's containing the Encroachment and the policy shall name The Corporation of the City of Brampton as an additional insured;

"Municipal Act" means the *Municipal Act, 2001* or any successor thereto;

"Occupant" means any Person or Persons over the age of 18 years in possession of the Property"

"Officer" means a Person employed by the City and appointed as a Municipal Law Enforcement Officer by the City or any other Person duly appointed by Council to administer the provisions of this By-law;

"Owner" means

- (1) the registered Owner of a Site, including any heirs, assigns, Personal representatives, and successors in title;
- (2) mortgagee in possession of the Site;
- (3) the Person for the time being managing or receiving the rent of the Site or Premises in connection with which the word is used whether on their

account or as agent or trustee of any other Person, or who would so receive the rent if such land and Premises were let; or

- (4) a lessee or Occupant of the Site who, under the terms of a lease, is required to Repair and maintain the Site in accordance with the standards for maintenance and occupancy of the Site.

"Person" means an individual, partnership, association, firm, corporation, business entity, club, incorporated group or organization, federal or provincial government, crown agent, school board and regional or other municipality;

"Personal Property" means any object or item of property other than real property;

"Premises" means a parcel of real property under registered ownership and includes all buildings and structures thereon;

"Prohibited Plant" means any plant as defined in the Ground Cover and Prohibited Plants By-law, as amended, or any successor By-law;

"Sidewalk" means the improved portion of a Highway that is intended primarily for the use of pedestrians and is situated between the Curb or Shoulder of the Highway, when one exists, and the lateral property line of the Highway;

"Site" shall have the same meaning as Premises.

"Site Improvements" shall include, but not be limited to, retaining walls, curbs, and sprinkler systems; and,

"Shoulder" means the part of a Highway which is not the Highway and is immediately adjacent to the Curb and which has a paved or gravel surface.

"Unauthorized Encroachment" means any encroachment not authorized by this bylaw, any other by-law, statute, regulation, policy, or resolution of the City, or agreement.

## **PART 2 APPLICATION**

### **4 Schedules**

- 4.1 The Schedules appended to this By-law are incorporated into and form part of this By-law.

### **5 Application**

- 5.1 This By-law applies to all land in the City of Brampton.
- 5.2 Notwithstanding any provision of this By-law, the application of this By-law is not intended to, nor shall it, expand the existing contractual rights of the City in its easements, rights-of-way, or any other partial interests in real property held by the City.

### **6 Exemptions**

- 6.1 Notwithstanding any other provision, this By-law shall not apply to an encroachment that is:
- (1) permitted under any by-law, statute, regulation, policy, or resolution of the City;
  - (2) permitted by a current Encroachment Agreement or a current Encroachment Acknowledgment Letter;
  - (3) a post or mail box used for or by Canada Post collection or delivery services which are located on City Lands;

- (4) a newspaper, magazine, or other similar box located on City Lands; or,
  - (5) a sign erected on behalf of the City or any other sign as authorized by the Sign By-law, as amended, or its successor by-law.
- 6.2 Persons wishing to locate and maintain such boxes as described in 6.1 (3) and (4) on City Lands will be required to enter into another form of agreement with the City for permission.

### **PART 3 REGULATIONS AND PROHIBITIONS**

#### **7 General**

- 7.1 This By-law shall not exempt any Person from the requirement to comply with any other City By-law, including the acquisitions of required permits or approvals.
- 7.2 This By-law shall not exempt Owners or Occupants of a Premises from the requirement to maintain the adjacent Boulevard directly abutting residential private property in a condition of compliance and conformity with City by-laws and policies.
- 7.3 Every Owner or Occupant who intends to carry out any Alteration or an Encroachment on City Lands shall first make an application to the City.
- 7.4 Where an Encroachment Agreement is issued, every Person shall comply with those terms and conditions set out in the Agreement.
- 7.5 All work performed under the authorization of an Encroachment Agreement or at the direction of an Officer or Designated Staff Person shall be completed in accordance with all other laws, including the acquisition of the required permits and underground utility locates, where applicable.
- 7.6 Every Person shall abide by any and all terms/conditions imposed by a utility owner and or locate package.
- 7.7 Every Person shall comply with an order issued under this By-law.
- 7.8 Notwithstanding the foregoing, Every Owner or Occupant of a Premises shall be permitted to place sod or seed or otherwise grow grass on an adjacent Boulevard directly abutting residential private property in accordance with the following:
  - (1) It shall not be grown on the shoulder or sidewalk;
  - (2) It shall not exceed twenty centimetres (20 cm) in height;
  - (3) The ground cover is the same elevation of the Boulevard and Sidewalk; and,
  - (4) It shall be installed in accordance with the requirements of any other By-law, including the Boulevard Maintenance and Highway Obstruction By-law, Ground Cover Maintenance and Prohibited Plants By-law, Traffic By-law and Site Alteration By-law, or any successor By-laws.
- 7.9 The City shall bear no responsibility for the loss, damage, or replacement of any Encroachment, whether authorized or not, which is removed, disturbed, or damaged as a result of operations, maintenance, or repairs performed by the City, its contractors, or any Person working under the authority or direction of the City or an upper-tier municipality, including but not limited to tree stump removal, tree planting, snow removal, utility repairs, or other municipal maintenance activities.
- 7.10 Where municipal operations, maintenance or repairs occur, the City shall only be responsible for the replacement and, or installation of sod or seed.

- 7.11 Every Person who installs or maintains an Encroachment shall do so at their sole risk and expense and shall indemnify, save harmless, and defend the City, its elected officials, officers, employees, agents, and any other person for whom it is in law responsible, from and against any and all claims, demands, suits, actions, proceedings, fines, losses, costs, damages, charges, or expenses, including legal fees, in any way connected with the existence of the Encroachment.

## **8 Prohibitions**

- 8.1 No Person shall cause or permit the erection, placement or maintenance of an Encroachment on City Lands except where explicitly permitted in accordance with this By-law or an Encroachment Agreement.
- 8.2 No Person shall cause or permit the erection, placement or maintenance of an Encroachment on City Lands, except in accordance with the terms and conditions set out in an Encroachment Agreement or Encroachment Acknowledgment Letter.
- 8.3 No Person shall cause or permit the undertaking of an Alteration on or to City Lands except as may be permitted under a by-law, statute, regulation, policy, resolution of the City, permit, or agreement.
- 8.4 No Person shall cause or permit materials, including soil or mulch, to be placed or built up around a Boulevard tree in a manner causing the material to come into contact with the trunk or base of the tree.
- 8.5 No Person shall cause or permit wood chips around the base of a boulevard tree to exceed ten centimetres (10 cm) in height.
- 8.6 No Person shall cause or permit the installation or maintenance of a Boulevard Garden without an Encroachment Agreement where the Boulevard Garden does not comply with Section 9 of this By-law.
- 8.7 No Person shall obstruct, hinder, or interfere with the free access to any encroachment on City Lands by a Designated Staff Person, an Officer, an employee, officer, or agent of the City.
- 8.8 No Person shall obstruct, hinder, or interfere with any Person who is exercising a power or performing a duty under this By-law.

## **9 Boulevard Gardens**

- 9.1 Every Owner or Occupant shall be permitted to plant and maintain a Boulevard Garden without an Encroachment Agreement, subject to the following:
- (1) It shall not be planted in, or overhang a ditch, shoulder, stormwater management facility, sidewalk or Highway;
  - (2) It shall be maintained so as to not exceed forty-five centimetres (45 cm) in height;
  - (3) It shall be at grade with any adjacent sidewalk;
  - (4) It shall not be planted within ninety centimetres (90 cm) from any adjacent sidewalk;
  - (5) It shall not be planted within ninety centimetres (90 cm) from any adjacent curb or shoulder;
  - (6) It shall not contain a garden wall or any hard landscape features;
  - (7) It shall only be dressed with soil, topsoil or mulch;
  - (8) It shall not cause materials, including soil or mulch to come into contact with the trunk or base of a Boulevard tree;



- (9) It shall not cause damage or injury to a Person or thing;
  - (10) It shall not contain any Prohibited Plants or plants with thorns or sharp leaves;
  - (11) It shall not obstruct the visibility of motorists or pedestrians, traffic sightlines or which obstructs or detracts from the visibility or effectiveness of any traffic sign or control device;
  - (12) It shall not inhibit or obstruct City operations including but not limited to snow ploughing, maintenance of City trees or the repair and maintenance of City infrastructure;
  - (13) It shall not inhibit or obstructs access to fire hydrants, post office boxes, or any installations belonging to the City, Region or utility provider;
  - (14) It shall not be located in a ditch, swale or any other City infrastructure which is designed or exists for the purpose of storing or carrying stormwater; and,
  - (15) It must comply with all other City By-laws, including the acquisition of any required permits or approvals.
- 9.2 Every Boulevard Garden installed within the City of Brampton shall be maintained in a clean, tidy and safe condition and in compliance with all other applicable by-laws and legislation.
- 9.3 No Owner or Occupant shall plant or maintain or cause to be planted or maintained any Boulevard Garden without an Encroachment Agreement that does not comply with Section 9.1.
- 9.4 Every Owner or Occupant who installs or maintains a Boulevard Garden that is not in compliance with Section 9.1 shall be responsible for the removal and restoration to the satisfaction of the City at their sole expense.

#### **PART 4 ENCROACHMENT AGREEMENTS**

##### **10 Application**

- 10.1 Any Owner or Occupant who wishes to encroach upon City Lands shall first submit an Encroachment Agreement application to the City.
- 10.2 An application for the issuance, renewal, amendment, or revocation of an Agreement shall be made in a form and a manner approved by the City and shall contain all requirements to the satisfaction of the City, including:
- (1) Completed and signed application form;
  - (2) Plans, surveys, and other information sufficient to describe the encroachment;
  - (3) Payment of the applicable non-refundable Encroachment application fee;
  - (4) Refundable encroachment registration fee as set by the City User Fee By-Law from time to time (if applicable); and,
  - (5) any other information required by the City.
- 10.3 An application for an Agreement shall be deemed incomplete, and no Agreement shall be issued if:
- (1) the application has not been completed in full;
  - (2) the application is missing any such requirements listed in this By-law, or Schedules hereto; or,

(3) the application fee has not been paid.

10.4 Encroachment agreements may establish annual fees at the commencement of a term of an Encroachment Agreement.

## **11 Issuance**

11.1 The City may object to all or parts of the requested encroachment via the Encroachment Agreement application, on the basis that:

- (1) the Encroachment interferes with the City's intent and purpose in holding the City Land;
- (2) the Encroachment creates an unsafe condition;
- (3) the Encroachment creates liabilities for which the City cannot assign full responsibility to the owner of said encroachment;
- (4) the Encroachment creates a situation that is contrary to the any City by-law, City policy or resolution, or any provincial or federal regulation or legislation;
- (5) the Encroachment interferes with work, plans, efforts, or initiatives of the City to maintain City Lands;
- (6) the Encroachment interferes with any utility or other similar installation located on City Lands;
- (7) the applicant is unable to reasonably demonstrate a need for the Encroachment; or,
- (8) at the discretion of the Senior Manager of Realty Services.

11.2 When there are objections on any basis set out in Section 11.1, the City shall notify the applicant in writing that the proposed encroachment or parts thereof have been denied and the reason(s) therefor.

11.3 The Owner shall have five (5) business days from receipt of correspondence noted above to mitigate or remove the non-compliant portion of their application and re-submit revised drawings, if applicable.

## **12 Appeals**

12.1 Where the Owner objects to a condition in the Agreement, they may appeal to the Brampton Appeal Tribunal (the "Tribunal") within thirty (30) days from the issuance of the Agreement.

12.2 where the Owner disputes a decision made by the City to object to all or parts of the requested encroachment, they may appeal to the Tribunal within thirty (30) days of the decision.

12.3 If receipt of the foregoing isn't received, the City shall interpret inaction to mean the Owner has fully withdrawn their application request.

12.4 The Tribunal may make an order:

- (1) Upholding the decision of the City;
- (2) Requiring the City to vary a condition in an Encroachment Agreement; or
- (3) Requiring the City to enter into an Encroachment Agreement on such conditions as the Tribunal considers appropriate.

12.5 The decision of the Tribunal is final.

## **13 Execution And Registration**

13.1 Where approval of an Encroachment Agreement Application has been granted, the Owner shall:

- (1) provide proof of Liability Insurance, if applicable, in the amounts specified in the agreement; and,
- (2) pay the first annual encroachment fee, if applicable, as set by the City.

13.2 In the event that the applicant is not the registered owner of the real property to which the Encroachment is appurtenant, the registered owner of said real property shall also be a party to the Encroachment Agreement.

13.3 Upon completion of the requirements under Section 13.1, the Commissioner of Public Works and Engineering shall be authorized to execute Encroachment Agreements on the City's behalf, subject to:

- (1) Prior approval of the agreement form by the City Solicitor; and,
- (2) Prior approval of the agreement content by the Senior Manager of Realty Services (or designate).

13.4 In the event that an Encroachment Agreement is not fully executed, all monies deposited by the applicant with the City save and except Encroachment application fees and Encroachment Agreement fees shall be returned to the applicant without interest.

13.5 Encroachment Agreements shall be registered in the Land Registry Office against title to the real property from which the Encroachment emanates and all expenses in doing so shall be paid for in advance by the applicant to the City.

#### **14 Transfer**

14.1 Encroachment Agreements under this By-law shall not be assignable or transferable except for those relating to Buildings or Site Improvements where the applicant demonstrates to the satisfaction of the City's Senior Manager of Realty Services that the building or Site improvement has been encroaching on City Lands for more than ten (10) years as at the time this By-law is passed.

#### **15 No Vested Rights**

15.1 The execution of an Encroachment Agreement in respect of an encroachment does not create any vested right in the Owner or Occupant of the Premises to which the Encroachment is appurtenant, or in any other Person, and the encroachment agreement may be terminated or suspended in accordance with the terms set out in this By-law and in the Encroachment Agreement.

#### **16 Suspension and Termination**

16.1 A Designated Staff Person may suspend or terminate an Encroachment Agreement on behalf of the City for a breach of:

- (1) any of the terms of an Encroachment Agreement;
- (2) this By-law or any other City By-law; or
- (3) on such other terms as may be set out in an encroachment agreement.

16.2 A Designated Staff Person may suspend an Encroachment Agreement in the event that the City is undertaking or has authorized others including any utility or other occupant of the City Lands to undertake work on the City Lands.

- (1) In which case, no Encroachment reinstatement fee shall be applicable, and the owner shall remove the Encroachment if so requested by the City during the suspension.

- 16.3 A suspension shall be provided in writing from a Designated Staff Person and shall be in effect for a minimum of twenty-four (24) hours from the date and time of deemed delivery of such notice.
- 16.4 An Encroachment Agreement that has been suspended under Section 16.1, may be reinstated by payment of the applicable reinstatement fee as established by the City from time to time, and the provision of evidence that the reason for the suspension has been remedied, when reasonably possible, to the satisfaction of a Designated Staff Person.
- 16.5 The Senior Manager of Realty Services, or their designate, is authorized to release and discharge from title registration, an Encroachment Agreement when so requested, subject to the Encroachment being discontinued and the requestor paying any applicable fees and costs associated with the release of the agreement and registration of same in advance.

## **PART 5 REMOVAL AND RESTORATION**

### **17 Removal of Unauthorized Encroachment**

- 17.1 Every Person shall be responsible for immediately discontinuing the use and removal of the Encroachment to the City's satisfaction at their sole expense, where:
- (1) an application has not been approved and has not been appealed in accordance with Section 12 of this By-law, and written notice of such decision has been delivered to an applicant;
  - (2) a notice of suspension or termination is served;
  - (3) the Encroachment is in non-compliance with this By-law; or,
  - (4) an Owner or Occupant is ordered to do so by an Officer or Realty Services.

### **18 Restoration of City Land**

- 18.1 Every Person who causes or permits an Alteration onto City Lands shall be responsible for restoring the City Lands to its original and approved condition to the City's satisfaction at their sole expense.
- 18.2 Where a Person fails to remove an Encroachment or restore City Lands, the City may perform any required remedial work, including removal, at the expense of the owner in accordance with Section 21 of this By-law and dispose of any unauthorized Encroachments in accordance with Section 22 of this By-law.

## **PART 6 ENFORCEMENT**

### **19 Inspection**

- 19.1 An Officer or Designated Staff Person, accompanied by any Person under his or her direction, may at any reasonable time, enter and inspect any land for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
- (1) this By-law;
  - (2) a direction or order of the municipality;
  - (3) a condition of an agreement issued under this By-law; or,
  - (4) an order made under section 431 of the Municipal Act, 2001.
- 19.2 For the purposes of an inspection, an Officer may:

- (1) require the production for inspection of documents or things relevant to the Inspection;
- (2) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- (3) require information from any Person concerning a matter related to the Inspection; and
- (4) alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples, or photographs necessary for the purposes of the Inspection.

19.3 A receipt shall be provided for any document or thing removed under Section 18.2 and the document or thing shall be promptly returned after the copies or extracts are made.

19.4 A sample taken under Section 19.2 shall be divided into two parts, and one part shall be delivered to the Person from whom the sample is taken, if the Person so requests at the time the sample is taken and provides the necessary facilities.

19.5 If a sample is taken under Section 19.2 and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the Person from whom the sample was taken.

## **20 Orders**

20.1 Where an Officer is satisfied that a contravention of the By-law has occurred, the officer may make an order requiring the Person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity.

20.2 Where an Officer is satisfied that a contravention of the By-law has occurred, the officer may make an order requiring the Person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to do work to correct the contravention.

20.3 Orders issued pursuant to subsection 20.1 and 20.2 shall set out in writing:

- (1) the Municipal address or legal description of the land;
- (2) the reasonable particulars of the contravention(s);
- (3) the date by which the order must be complied with; and
- (4) If applicable, the work to be completed.

20.4 An order issued pursuant to Section 20.2 of this By-law may require a Person to undertake all necessary work, including:

- (1) cease all work;
- (2) remove the unauthorized Encroachment;
- (3) restore the City Lands to their former condition; and/or,
- (4) submit a completed Encroachment Agreement Application, including any application fees to the City.

20.5 An order under Section 20.2 may require work to be done even though the facts which constitute the contravention of the By-law were present before the By-law making them a contravention came into force.

- 20.6 An order issued under this By-law may be served Personally, by email or by mail to the last known email or mailing address of the Person and such other Persons affected by it as determined by the Inspector.
- 20.7 A copy of the order may be posted on any Site or property to which the contravention applies.
- 20.8 If an order is served by registered mail, the service shall be deemed to have been made five (5) days after mailing.

## **21 Remedial Work**

- 21.1 Wherever an order, issued pursuant to this By-law, directs or requires any matter or thing to be done by any Person within a specified time period, in default of it being done by the specified time period, an Officer may initiate remedial action.
- 21.2 The City may recover, from any Person directed or required to do the matter or thing, the costs incurred by adding the costs to the tax roll and collecting them in the same manner as property taxes.
- 21.3 For the purposes of taking remedial action under Section 21.1, the City, its staff, and its agents may enter, at any reasonable time, upon any lands on which a default occurred to carry out a required matter or thing.
- 21.4 Where work is authorized to be undertaken by or on behalf of the City pursuant to this By-law, the City may enter upon land and into structures for that purpose at any reasonable time in accordance with Section 427(2) of the *Municipal Act, 2001*.
- 21.5 For this purpose, Designated Staff Persons, By-law Enforcement Officers, and contractors hired to undertake work under this By-law accompanied by any Person under their direction may enter onto the land from which the encroachment emanates and into any encroaching building, structure, or parts thereof except for any room or place actually being used as a dwelling which may only be entered in accordance with Section 430 of the *Municipal Act, 2001* at any reasonable time for the purpose of undertaking work authorized under this By-law.
- 21.6 The City shall not be responsible for any damage to materials or structures forming part of or attached to the encroachment, arising from the removal of any encroachment by or on behalf of the City, its employees, or its agents.

## **22 Disposition of Encroachments**

- 22.1 Any Encroachments other than motorized equipment, containers, trailers, or motorized tools removed by the City under this By-law may be directly deposited onto the property from which the Encroachment comes from, relates to, or was created for, or the Encroachment may be treated as refuse by the City or become property of the City which can be disposed of in any manner or used for any city purpose.
- 22.2 Any motorized equipment, containers, trailers, or motorized tools removed by the City may be deposited at the property from which the Obstruction comes from, relates to, or was created for, or be stored at a city facility for 60 days at the owner's expense.
- 22.3 Any item in subsection 22.2 shall only be released to its owner after the owner has shown proof of ownership and paid the City any applicable expense for the removal and storage of the item.
- 22.4 Any item in subsection 22.2 that is stored at a city facility for more than 60 days and for which an owner has not been identified may be disposed of by the City in any manner that it deems appropriate.

22.5 Any item in subsection 22.2 that is stored at a city facility for more than 60 days and for which the owner, having been identified, has failed to pay the applicable expenses and claim the item, may be disposed of pursuant to the provisions of the Repair and Storage Liens Act, R.S.O. 1990, c.R.25, as amended.

## **PART 7 OFFENCES AND PENALTIES**

### **23 Offences**

23.1 Every Person who contravenes a provision of this by-law or an order made under it, whether deliberately or inadvertently, and every director or officer of a corporation who concurs in such contravention by the corporation, is guilty of an offence and is liable to a fine, and such other penalties, as provided for in the *Provincial Offences Act, R.S.O., 1990, c. P.33*, and the *Municipal Act, 2001*, as both may be amended from time to time.

23.2 Every Person who hinders or obstructs, or attempts to hinder or obstruct, any Person who is exercising a power or performing a duty under this by-law is guilty of an offence.

23.3 Every Person who neglects or refuses to produce any information or thing or to provide any information required by any Person acting pursuant to a court order is guilty of an offence.

### **24 Fines**

24.1 Every Person who is charged with an offence under this By-law, upon conviction is liable to a fine as follows:

- (1) to a minimum fine of \$500 and to a maximum fine of \$100,000;
- (2) for each day or part of a day that the offence continues, to a minimum fine of \$500 and a maximum fine of \$10,000, and the total of all daily fines for the offence is not limited to \$100,000; and,
- (3) in the case of multiple offences, for each offence included in the multiple offence, to a minimum fine of \$500 and a maximum fine of \$10,000, and the total of all fines for each included offence is not limited to \$100,000.

24.2 Nothing in this By-law shall limit any rights or remedies the City may otherwise have available by law.

### **25 Administrative Penalties**

25.1 An Officer may require a Person, subject to the conditions set out within the Administrative Penalties (Non-Parking) By-law 218-2019, as amended, or successor by-law, to pay an administrative penalty if the Inspector is satisfied that the Person has failed to comply with:

- (1) a provision within this By-law;
- (2) an Agreement made under this By-law;
- (3) an Encroachment Agreement made under this By-law; or,
- (4) an Order issued under this By-law.

25.2 Every Person who is served a penalty Notice pursuant to Section 25.1 is liable to pay to the City of Brampton an administrative penalty in the amount set out in the Administrative Penalties (Non-Parking) By-law 218-2019, as amended.

## **PART 8 SEVERABILITY**

26 Where a court of competent jurisdiction declares any section or part of a section of this By-law to be invalid, or to be of no force and effect, it is the intention of the City in enacting this By-law that the remainder of this By-law shall continue

in force and be applied and enforced in accordance with its terms to the fullest extent possible according to law.

**PART 9 CONFLICT**

- 27** Where there is a conflict between a provision of this By-law or subsequent Encroachment Agreement and a provision in any other By-law, the more restrictive provisions shall prevail, subject to the greater paramountcy of provisions that protect the health or safety of Persons.

ENACTED and PASSED this 26 day of March 2025.

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