

Ontario Municipal Board
Commission des affaires municipales
de l'Ontario



ISSUE DATE: May 12, 2015

CASE NO(S): PL140889

PROCEEDING COMMENCED UNDER subsection 45(12) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	Jaspreet Sohi
Subject:	Minor Variance
Variance from By-law No.:	0225-2007
Property Address/Description:	1219 Bancroft Drive
Municipality:	City of Mississauga
Municipal File No.:	A 243/14
OMB Case No.:	PL140889
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Heard: May 5, 2015 by telephone conference call

APPEARANCES:

Parties

Counsel*/Representative

Jaspreet Sohi

Abhay Vaid

City of Mississauga

Iqra Khalid*

MEMORANDUM OF ORAL DECISION DELIVERED BY R. ROSSI ON MAY 5, 2015

[1] The Applicant, Jaspreet Sohi, erected an accessory structure in the side yard of her home at 1219 Bancroft Drive, in the City of Mississauga ("City") without a building permit. She subsequently applied for two variances to permit the existing structure but the Committee of Adjustment denied the variances. Following that decision, the Applicant appealed to the Ontario Municipal Board ("Board") but both she and the City

have since reached a settlement of this matter. The Minutes of Settlement are attached to this decision as Attachment 1.

[2] The Board benefited from a review of this file contained in the planning affidavit of City planner David Ferro (on file). The Applicant requested two variances:

1. Floor area of 12.0 square metres for the accessory structure, whereas the By-law requires a maximum floor area of 10.0 square metres (“sq m”).
2. Side yard setback of 0.765 metres (“m”), whereas the By-law requires a minimum side yard setback of 6.0 m.

[3] Through the Minutes of Settlement, the Applicant has agreed to remove the accessory structure from the side yard to the rear yard of her property. While the terms of the Minutes of Settlement asked the Board to deny the side yard variance, the Board has directed the Applicant to simply remove this variance (as it no longer applies given the pending removal of the structure from the side yard) such that only the variance for floor area remains – a variance that the City has indicated it can support. Accordingly, through her agent Abhay Vaid, the Applicant has revised her application by removing the side yard variance so that only the variance for floor area remains. The Board determines the amendment to be a minor one, therefore, and as per the requirements of s. 45(18) 1.1 of the *Planning Act* (“Act”), no further notice is required to be given.

[4] A neighbour called in to the proceedings and he asked questions regarding the location of the accessory structure, its future placement and whether variances would be required for side yards (once relocated) or height. No new variances are sought or required. A copy of this decision has been provided to him as a courtesy.

[5] Mr. Ferro’s evidence that the remaining variance meets all four tests of the *Act* and that the relocation of the accessory structure to the rear yard represent good planning was persuasive to the Board. Counsel Iqra Khalid confirmed the settlement

details and requested a definitive timeline be provided for the removal of the Applicant's accessory structure. The Board directs the Applicant to furnish a copy of her revised plans and a copy of the building permit application to the City and the removal of the accessory structure no later than Friday, May 15, 2015. Confirmation of its removal will be provided by the City to the Board.

[6] The Board allows the appeal in part by authorizing the floor area variance. The Board withholds its Order until the City provides confirmation to it that the accessory structure as currently constructed in the side yard has been moved to the rear yard of the Applicant's property such that all Zoning By-law requirements are met.

"R. Rossi"

R. ROSSI
MEMBER

If there is an attachment referred to in this document,
please visit www.elfto.gov.on.ca to view the attachment in PDF format.

Ontario Municipal Board

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This is Exhibit B referred to in the
affidavit of David Ferro
sworn before me, this 29th
day of April 2015
U. Taggart
A COMMISSIONER, ETC.

ATTACHMENT 1

OMB CASE NO. PL140889

MINUTES OF SETTLEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF MISSISSAUGA
(hereinafter called the "City")

and

Jaspreet Sohi
(hereinafter called the "Applicant")

WHEREAS:

1. The Applicant is the owner of certain lands and premises situated in the City, legally described as Lot 196, Registered Plan M-848 and known municipally as 1219 Bancroft Drive (the "Subject Property").
2. The Applicant made applications to the Committee of Adjustment of the City for approval of minor variances (Application No. "A" 243/14) in respect of permitting the construction of an accessory structure (shed) in the exterior side yard of the Subject Property, with a side yard setback of 0.765 m, whereas City by-law 0225-2007 (the "Zoning By-law") requires a side yard setback of 6.00 m, and a floor area of 12.00 m² whereas the Zoning By-law requires a maximum floor area of 10.00 m².
3. The Committee of Adjustment denied the variances requested by the Applicant (the "Variances").
4. The Applicant appealed to the Ontario Municipal Board (the "OMB") pursuant to Section 45(12) of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, (the "Act"), seeking approval of the requested Variances (OMB Case No, PL140889). The OMB has scheduled the hearing of the appeal for May 5th, 2015.

5. The City and the Applicant (collectively, the "Parties") have agreed to settle all outstanding matters related to the Variance. For that purpose, both parties have agreed to the terms of the Order which will be sought from the OMB, on consent, as set out herein.

NOW THEREFORE, in consideration of the mutual covenants herein described and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree with each other as follows:


1. The City and the Applicant will together submit to the OMB that the Parties are of the view that the appeal should be allowed in part in accordance with the following terms:
 - (a) The OMB grant the requested variance for the floor area of the accessory structure as 12.00 m², whereas the Zoning By-law requires a maximum floor area of 10.00 m²;
 - (b) The OMB deny the requested variance for the side yard setback of 0.765 m, whereas the Zoning By-law requires a minimum side yard setback of 6.00 m;
 - (c) The OMB withhold its Order until the City provides confirmation to the OMB that the accessory structure, as constructed in the side yard, has been moved to a different location on the Subject Property such that all Zoning By-law requirements are met.
2. The City will provide any planning evidence and affidavits necessary in support of allowing the appeal in part.
3. The Applicant agrees that he shall forthwith submit any required building permit applications with respect to the relocation of the accessory structure prior to its relocation in order to verify that all Zoning By-law requirements are met.
4. The Parties agree to act reasonably and in good faith in exercising their rights and obligations under these Minutes of Settlement. Without limiting the generality of

the foregoing, the Parties agree not to assert any position which is inconsistent with standard municipal practice respecting these matters.

5. The Parties agree that these Minutes of Settlement will enure to the benefit of and be binding on the Parties, and their respective heirs, executors, personal representatives, successors and assigns, as the case may be.
6. The Parties agree that these Minutes of Settlement shall be filed with the OMB as evidence of the intentions of the Parties and the agreement between them.
7. The Parties further agree that these Minutes of Settlement may be executed and delivered in original form, by facsimile, or by portable document format (PDF), and when so executed and delivered shall be deemed to be an original, and the parties agree to accept such reproduced copy of these Minutes of Settlement as a legal and binding document. The Parties further agree that this Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties, hereto have executed these Minutes of Settlement as of the 29th day of April, 2015.

THE CORPORATION OF THE CITY OF MISSISSAUGA

Per: 
Name: ~~Mary Ellen Bench~~ Marcia Taggart
Title: ~~City Solicitor~~ Legal Counsel
I have authority to bind the Corporation.


Name: Jaspreet Sohi