Policy Name: Garden Policy

Policy Number SH-011-2024

Administrative Approval Date: June 1, 2024

Council Approval Date: N/A

Most Recent Amendment Date: N/A

Effective Date: June 1, 2024

By-law reference: N/A

Supersedes: N/A

1. Policy Statement:

As a responsible and caring landlord, The District Municipality of Muskoka is committed to working proactively with its residents to ensure peaceful enjoyment of its multi-residential communities. The District also recognizes that tenants have an active role to play in creating welcoming and inclusive communities. Historically, Tenants have been provided with opportunities, to plant and maintain gardens at community housing locations. Communal gardening has many benefits, yet also poses risks to the building and grounds, and can potentially impact the peaceful enjoyment of the housing location by other tenants.

Gardening allows tenants to plan, plant, and maintain gardens that beautify the building or grounds and/or produce fruits and vegetables. Gardening also provides an opportunity for those who garden to work together as a community.

In many cases, a garden becomes a hub of activity, a place to gather, and a place to socialize. Garden areas may provide tenants with an opportunity for recreation, to create and enjoy wonderful spaces and enhance the aesthetics of their building.

This policy aims to formalize and systemize a fair, consistent, and transparent approach that creates opportunities for tenants to participate in gardening activities, while recognizing the right of the community to peaceful co-existence, maintaining safe practices, enabling District operations that maintain the housing location, and protecting the environment.

2. Purpose:

2.1 To establish a framework for the provision of new garden spaces within common areas of multi-residential apartment buildings; and

2.2 To establish a framework for the reclamation of abandoned or ill maintained previously established garden spaces within common areas of multi-residential apartment buildings; and

2.3 To establish a framework for the assignment of established garden spaces within common areas of multi-residential apartment buildings; and

2.4 To establish the responsibilities for participating Tenants and obligations of the Landlord.

3. Definitions:

Authorized Representative: refers to any one of the following District of Muskoka staff: Director, Facilities and Support Services; Director, Human Services; Manager, Community Housing; Manager, Building Maintenance and Operations.

Community Garden: a Garden cultivated by a group of people individually or collectively. Normally in community gardens, the Garden is divided into individual plots. Each individual gardener is responsible for their own plot and the yield or the production of which belongs to the individual.

District means District Municipality of Muskoka.

Flower Bed an area established in the ground for the purpose of building beautification containing flowering plants or shrubs approved by the District.

Garden: an area established in the ground or raised above the ground (within a planting container or structure) intended to contain flowering plants, shrubs, fruits or vegetables.

Garden Implement: any one of many tools used for gardening or landscaping, including hand tools, power tools and devices aiding in the delivery of water to the Garden.

Gardener: a person that cultivates or cares for a Garden.

Ground Plot: an area established in the ground to contain flowering plants, shrubs, fruits or vegetables. A Ground Plot may be a portion of a Community Garden or an established Flowerbed traditionally maintained by the District or in partnership with Tenants of the building.

Guest: a person who has been invited by a Tenant to engage in activities at District owned and/or operated building and/or grounds.

Invasive Plants: are harmful non-native Plants that are spread by global trade, human and animal transport, and gardening and are listed under the *Invasive Species Act*.

Landlord: the owner or owner's representative(s) of the residential building and grounds. Owner representatives include employees of The District Municipality of Muskoka.

Lottery: a process for assigning space within a raised garden or ground plot when requests for a gardening space exceeds the available approved raised garden or ground plots.

Noxious Plants: A Plant that is harmful or injurious to agricultural or horticultural crops, natural habitats or ecosystems, or humans or livestock that has been listed in the Schedule of Noxious Weeds found in *Regulation 1096* made under the *Weed Control Act.*

Participation Agreement: a formal agreement between the Tenant and an Authorized Representative of the District establishing rights and responsibilities of each party.

Patio: An area that is for the private and exclusive use of a tenant that is accessed directly through a door from a Tenant's unit. A patio also includes a balcony attached to a unit.

Plants: living organisms of the kind exemplified by trees, shrubs, herbs, grasses, ferns, and mosses, typically growing in a permanent site, absorbing water and inorganic substances through roots, and synthesizing nutrients by photosynthesis.

Raised Garden: an above ground planting area that is contained within a container or structure intended to contain flowering plants, shrubs, fruits or vegetables.

Tenant: a person who is named as a tenant on the lease and resides in a District owned and/or operated building.

Watering: the process of applying controlled amounts of water to land to help Plants grow.

Weed: a Plant considered undesirable in a particular situation, growing where it conflicts with human preferences, needs, or goals. Plants with characteristics that make them hazardous, aesthetically unappealing, difficult to control in managed environments, or where their presence negatively impacts the overall functioning of the Garden.

4. Application:

4.1 The Landlord may permit new raised garden or ground plot at buildings where there is suitable property available to do so, on a case by case basis. Tenants are encouraged to seek out Community Gardens that may be available in the municipality in which they reside.

4.2 A Tenant who would like the privilege of using a raised garden or ground plot will be required to complete a Participation Agreement. Gardening activities shall not commence until the Participation Agreement has been signed by the Tenant and by an authorized representative of the District.

4.3 Use of existing raised garden or ground plots may be approved by an Authorized Representative subject to availability and signing of a Participation Agreement.

4.4 No new raised garden or ground plots, or expansion of existing raised gardens or ground plots will be permitted unless approved by an authorized representative of the District and signing of an amended Participation Agreement.

4.5 Assignment or reassignment of raised garden or ground plot may be considered upon a request to an Authorized Representative and may include a Lottery if

necessary. Gardening privileges for raised gardens or ground plots will be forfeited if; the current tenancy terminates, the current tenant no longer wishes to continue gardening activities, or if obligations of the Participation Agreements are not maintained.

4.6 Unmaintained or forfeited raised garden or ground plots may be reclaimed by an Authorized Representative. Once reclaimed, the District may at its sole discretion remove or reassign raised garden or ground plot.

4.7 Gardens are to be maintained by Tenants or their Guests in a manner that is visually pleasing, including proper control of Weeds.

4.8 Gardening activities shall not interfere or impede with the District's grounds maintenance activities, or the peaceful enjoyment of other Gardeners' raised beds or ground plot.

4.9 Tenants who wish to have private Gardens will be permitted to do so in free standing pots or flower boxes confined to their patio or balcony only.

4.10 Tenants are not permitted to erect fences or structures in or around ground plots , raised gardens or flower beds.

4.11 No ornaments shall be placed in or around raised garden, ground plots or flower beds. This includes but is not limited to decorative objects, lights, thermometers and wind chimes.

4.12 Noxious Plants or Invasive Plants are not permitted.

4.13 Raised garden and ground plots must be cleaned up at the end of each gardening season.

4.14 Tenants are responsible for the proper disposal of organic materials or waste and orderly storage of implements or supplies associated with their gardening activities.

4.15 All garden implements and supplies must be stored in the Tenant's unit, or an alternative location approved by an Authorized Representative. Garden implements and supplies left in any common area of the building or property will be disposed of by the District at the Tenant's expense.

4.16 The District is not responsible for the loss, theft, or disposal of any Garden implements and supplies left in a common area of the building or property.

4.17 Tenants are responsible for their actions and the actions of their Guests. Gardening privileges will be revoked in the event of escalated behavior or unresolved social conflicts.

4.18 Raised garden or ground plots are the property of the District, as such, the District will have full authority over their property.

4.19 No tenant has the authority to assign a raised garden or ground plot to another tenant or individual.

4.20 Tenants are responsible for all costs associated with gardening activities including any damage to the Landlord's property that may result from gardening activities by a Tenant.

4.21 Tenants will not be reimbursed by the District for any loss associated with gardening activities including costs associated with existing gardens should gardening privileges be revoked or suspended.

4.22 **Administration:**

4.23 **Communication**

i. A copy of this Policy, Application and Participation Agreement will be included on the District's Community Housing website.

ii. A copy of the Policy, Application and Participation Agreement will be made available in new tenant orientation packages.

iii. District staff will annually discuss the Policy and Application with existing Tenants in the Spring of each year through a tenant meeting, posting of a notice or directly to individual tenants.

4.24 **Submissions of gardening requests**

i. Tenants shall submit a Gardening Request Form. Requests may be submitted to the Landlord by mail, drop box or email to communityhousing@muskoka.on.ca.

ii. Requests shall specify the size and type of gardening space requested, identify storage location for garden implements and supplies, and detail the nature of proposed plantings.

iii. Requests are to be resubmitted annually.

4.25 **Review and approval of requests**

i. Authorized Representative(s) will consider all requests and assign gardening space subject to

- availability of space;
- adequate storage options for implements and supplies;
- Applicants' commitment to appropriately maintain their garden and to garden peacefully in a neighbourly manner,

ii. Approved requestors will be presented with a Participation Agreement for review and signature prior to gardening.

iii. Should storage of garden implements or supplies be approved for a location outside of the applicant's unit, the Participation Agreement will contain requisite acceptable use and location provisions.

4.26 **Oversight**

i. District staff will periodically inspect raised gardens, ground plots and private gardens to ensure compliance with the Garden Policy.

ii. If a raised garden, ground plot or flower bed is unkempt, the Tenant will be given two (2) weeks notice to rectify. In an event of continued non-compliance, the raised garden, ground plot or flower bed may be reassigned or reclaimed.

iii. District staff will remove and dispose of any ornaments, fences or structures from raised gardens, ground plots and flower beds .

iv. District staff will remove any garden implements and supplies that are left in common areas of the building and property.

4.27 **Conflict Resolution**

i. Social conflicts are to be reported to the Landlord. Reports received will be reviewed by Authorized Representatives.

ii. Gardening privileges will be suspended or revoked as deemed necessary by an Authorized Representative.

iii. Any tenant involved in social conflict that interferes with the peaceful enjoyment of other tenants or the Landlord will be treated in the same manner as other non-gardening related disorderly behaviors within District owned or operated facilities and may result in the issuance of a N5: Notice to End your Tenancy.

iv. Any tenant that has gardening privileges revoked will be informed in writing.

v. Decisions of an Authorized Representative are final and not subject to reconsideration.

Related Policies/Procedures: Garden Participation Agreement and Waiver

Reference: (approval and amendment details, legal references)

Garden Participation Agreement and Waiver

By signing below, I confirm that I have read and understand my obligations and agree to the following:

1. I have been provided with a copy of the Garden Policy SH-011-2024. I understand and agree to abide by the terms of the Garden Policy.

2. I understand that I am responsible for all costs associated with gardening activities including any damage to the Landlord's property that may result from gardening activities.

3. I will not plant any noxious or invasive plants. I will maintain the assigned raised garden or garden plot in a manner that is visually pleasing, including proper weed control.

4. I will not erect a fence or structure, nor will I place ornaments in or around my raised garden or garden plot.

5. I will not interfere or impede with the District's grounds maintenance activities.

6. I understand that the District or the Landlord is not responsible for the loss of any garden produce, implements or supplies.

7. I will not interfere with the peaceful enjoyment of other Gardeners. In the event of a social conflict that cannot be resolved, I understand that my Gardening privileges may be terminated, and the Landlord may issue an N5: Notice to End my Tenancy if the conflict continues in accordance with District policy regarding disorderly behavior within District owned or operated facilities.

8. I understand that the District may terminate this Participation Agreement at any time in its sole discretion.

9. I understand that in the event of my gardening privileges being terminated, the District will not reimburse me for any costs or loss associated with the gardening activities.

10. I understand that my gardening privileges will be forfeited when my current tenancy terminates or when I no longer wish to continue gardening activities or if I do not meet the obligations of this Participation Agreement.

11. I am freely and voluntarily assuming any and all risks that may be associated with the permissions granted by the District by accepting the terms of this Agreement. I understand that by signing this Agreement I release the District from all liability, claims, causes of

action of any kind whatsoever in respect of all personal injuries, loss of life or property losses arising out of the activities association with the permission granted herein.

Signed: _____ Date: _____
Tenant/ Gardener

Approved: _____ Date: _____
Authorized Representative

THE DISTRICT MUNICIPALITY OF MUSKOKA

Per:_____

Per:_____