

Sent via email to: Doug.Downey@ontario.ca

February 9, 2026

The Honourable Doug Downey
Attorney General of Ontario
McMurtry-Scott Building, 11th Floor
720 Bay Street
Toronto, Ontario M7A 2S9

Dear Attorney General Downey,

I am writing to draw your attention to two recent court decisions that impact the ability of municipalities to effectively manage municipal lands and local growth. The court rulings create precedents that reduce the ability of municipalities to deliver on key priorities such as infrastructure, housing, and managing orderly growth. We ask that you review these cases and take appropriate action to ensure municipalities continue to have the right tools and protection to oversee land within their jurisdiction.

Adverse Possession of Municipal Parkland - *Kosiciki vs Toronto (City)*

The Supreme Court of Canada's (SCC) decision on [*Kosiciki vs Toronto \(City\)*](#) responds to a dispute over a portion of municipal parkland that has been occupied by a private property owner for several decades. The decision relies on interpretation of Ontario's *Real Property Limitations Act* ("RPLA") which extinguishes title and right to held property after ten years of adverse possession, and which includes exceptions for certain publicly held lands.

The SCC decision states that the RPLA does not protect municipal parkland. The implication for municipalities is that private property owners can take ownership of publicly owned lands through adverse possession.

Greenspace Contracts – *Ottawa (City) v. ClubLink Corporation*

The Supreme Court of Canada decided to not hear an appeal on [*Ottawa \(City\) vs ClubLink Corporation*](#) regarding a dispute over the ability to enforce sections of a contractual agreement between the municipality and a private property owner. Two elements of this agreement have been in question: that the property owner would maintain a portion of land as a golf course open space in perpetuity, and that the land would convey to the municipality at no cost if the owner wished to discontinue operating the golf course.

A [2021 ruling](#) of the Ontario Appeal Court determined that the in perpetuity provisions of the agreement "are void and unenforceable" and may impact other parts of the agreement, so "should be remitted to the application judge for determination". A [2025 ruling](#) considers these impacts, and the Appeal Court ruled that "all provisions in [the

agreement] and related contracts relating to the golf course lands are to be considered void as a consequence". Because the SCC did not grant the City of Ottawa a leave to appeal the lower court rulings remain in effect.

Municipalities use contractual agreements with property owners to support local growth, deliver infrastructure and amenities, and maintain open space that serves as recreational space and permeable ground to help manage stormwater. The precedent set by the court ruling impacts the ability to enforce these types of contractual agreements to manage land and support growth within their jurisdictions.

Conclusion

Municipalities take their important role of managing land and orderly growth seriously. Municipal decision makers need to have the right tools to protect and manage public land and open spaces. We encourage you to review the cases outlined above and take the necessary actions to ensure municipalities are not at risk of losing public land and can negotiate and enforce effective contracts with property owners. AMO looks forward to working with the Province on these important matters.

Sincerely,



Robin Jones
AMO President
Mayor, Village of Westport

cc: The Honourable Rob Flack, Minister of Municipal Affairs and Housing
David Corbett, Deputy Attorney General, Ministry of the Attorney General
Martha Greenberg, Deputy Minister, Ministry of Municipal Affairs and Housing