



**Tree Protection Bylaw No. 8057,
Amendment Bylaw No. 10715**

The Council of the City of Richmond enacts as follows:

1. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Section 2.1 by:
 - (a) in the definition of “**Letter of Undertaking**”, subsection (vi), deleting the words “one (1) year” and replacing them with the words “for a period of time determined by the Director”; and
 - (b) in the definition of “**Security Deposit**”, removing the period and adding the following words to the end of the definition:

“or an on-demand irrevocable bond, without expiry and issued by a prequalified institution satisfactory to the **Director**.”.
2. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Part Four: Permit Application Process by:
 - (a) adding the following words in the first sentence of Section 4.4.2 following the words “the City may immediately”:

“make a claim under any bond held as the **security deposit** and apply such proceeds,”;
and
 - (b) inserting the following as a new Section 4.4.9:

“If a **security deposit** is in the form of an on-demand irrevocable bond, the bond will be without expiry, be issued on the **City’s** then current form of irrevocable bond by a prequalified institution satisfactory to the **Director** and acceptance by the **City** will be subject to an administration fee.”.
3. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Part Five: Regulations by:
 - (a) adding the following words in the first sentence of Section 5.2.7 following the words “The City may immediately”:

“make a claim under any bond held as the **security deposit** and apply such proceeds,”;

- (b) deleting subsection 5.2.7(b) in its entirety and replacing it with the following:

“Notwithstanding subsection 5.2.7(a), if an **owner** complies with the provisions of the bylaw, the **City** will:

- i) return up to 100% of the remaining **security deposit**, with no interest, to the **owner**, or upon written request of the **owner** to the **owner’s** agent, within six (6) months after the later of:
 - (A) substantial completion of the **works** and confirmation that the **retained tree(s)** have been protected in accordance with the **letter of undertaking**, as demonstrated by a site inspection and/or by delivery to the **Director** of a post-construction assessment report from a **certified tree risk assessor**, to the satisfaction of the **Director**; and
 - (B) completion of the planting of the **replacement trees** as demonstrated by a site inspection and/or by delivery to the **Director** of a tree replacement completion report from a **certified tree risk assessor**, to the satisfaction of the **Director**; or
- ii) retain up to 100% of the **security deposit** if the **Director** is not satisfied with the site inspection, post-construction assessment report or tree replacement completion report, as the case may be, until the **owner** has completed any and all remedial action recommended by a **certified tree risk assessor**, to the satisfaction of the **Director**, at which time the City will return up to 100% of the remaining **security deposit**, with no interest, to the **owner**, or upon written request of the **owner** to the **owner’s** agent.”;

- (c) inserting the following as a new Section 5.2.7(e):

“If a **security deposit** is in the form of an on-demand irrevocable bond, the bond will be without expiry, be issued on the **City’s** then current form of irrevocable bond by a prequalified institution satisfactory to the **Director** and acceptance by the **City** will be subject to an administration fee.”; and

- (d) inserting the following as a new Section 5.2.7(f):

“If an **owner** disposes or otherwise transfers its ownership of a **parcel** subject to the preservation of one or more **retained trees**, the transferee will be bound by the requirements, restrictions and regulations of such building permit or conditions for subdivision, the **letter of undertaking** and this bylaw and the **security deposit** held by the **City** will continue to secure such obligations including the preservation of such **retained tree(s)** and the **owner** will be deemed to have assigned its **security deposit** to the transferee unless the **owner** causes the transferee to replace any **security deposit** held by the **City** in a form acceptable to the **Director** upon the disposition or otherwise transfer of ownership.”.

4. This Bylaw is cited as “Tree Protection Bylaw No. 8057, Amendment Bylaw No. 10715”.

FIRST READING

SECOND READING



THIRD READING

ADOPTED

OCT 27 2025

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CITY OF RICHMOND
APPROVED for content by originating Division 
APPROVED for legality by Solicitor 

MAYOR

CORPORATE OFFICER