

CITY OF TORONTO

BY-LAW No. 533-2010(OMB)

To amend the former City of York Zoning By-law No. 1-83, as amended, with respect to lands municipally known as 310 and 320 Tweedsmuir Avenue.

WHEREAS the Ontario Municipal Board by Decision/Order issued on April 13, 2010, pursuant to Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, determined to amend the former City of York Zoning By-law No. 1-83 with respect to lands municipally known, in the year 2009, as 310 and 320 Tweedsmuir Avenue; and

WHEREAS pursuant to Section 37 of the *Planning Act*, a By-law passed under Section 34 of the *Planning Act* may authorize increases in the height or density of development beyond that otherwise permitted by the by-law that will be permitted in return for the provision of such facilities, services or matters as are set out in the by-law; and

WHEREAS subsection 37(3) of the *Planning Act* provides that where an owner of land elects to provide facilities, services or matters in return for an increase in the height or density of development, a municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters; and

WHEREAS the owner of the lands known at the date of enactment of this By-law as 310 and 320 Tweedsmuir Avenue (the "Lands") has elected to provide the facilities, services or matters as are set out in this By-law; and

WHEREAS the increase in height and density of development permitted under this By-law beyond that otherwise permitted on the Lands by By-law No. 1-83, as amended, is to be permitted in return for the provision of the facilities, services and matters set out in this By-law and to be secured by one or more agreements between the owner of the Lands and the City of Toronto;

The Ontario Municipal Board orders as follows:

1. Pursuant to Section 37 of the *Planning Act*, the *heights* and *density* of development permitted in this By-law are permitted subject to compliance with all the conditions set out in this By-law including the provision by the owner of the *lot* of the facilities, services and matters set out in Appendix 1 hereof, to the City at the owner's sole expense and in accordance with and subject to the agreement with the City referred to in Section 2 and Appendix 1 of this By-law.
2. Upon execution and registration of an agreement or agreements with the owner of the *lot* pursuant to Section 37 of the *Planning Act* securing the provision of the facilities, services or matters set out in Appendix 1 hereof, the *lot* is subject to the provisions of this By-law, provided that in the event the said agreement(s) requires the provision of a facility, service or matter or matter as a precondition to the issuance of a building permit, the owner may not erect or use such *building* until the owner has satisfied the said requirements.

3. Except as otherwise provided herein, the provisions of the By-law No. 1-83, as amended, shall continue to apply to the *lot*.
4. None of the provisions of Subsection 2(2a), (4), (56), (59), (64) and (86d) of Section 2, Subsection 3.2.1(v) and (a)(i) of Section 3, Subsection 3.3.1(a) and (b) of Section 3, Subsection 3.3.2 of Section 3, Subsection 3.4.15 of Section 3, Subsections 3.4.7(a)(1) and (5) of Section 3, Sections 5, 6 and 10.1 of By-law No. 1-83 of the former City of York, being a By-law to regulate the use of land and the erection, use, bulk, height, spacing of and other matters relating to buildings and structures and to prohibit certain uses of lands and the erection and use of certain buildings and structures in various areas of the former City of York, as amended, shall apply to prevent the erection and use of an *apartment-house* on the *lot*, which is zoned RM2 by amending By-law No. 3623-97, provided:
 - (1) the *lot* consists of at least the lands delineated by heavy lines on the attached Map 1;
 - (2) a temporary new home sales and marketing office is permitted on the *lot accessory* to the *apartment-house* permitted herein provided it does not exceed a *gross floor area* of 300 square metres and a *height of building* of one full storey and shall not be permitted once an *apartment-house* is erected or used within Building A or Building B shown on Map 2 attached hereto, whichever is the first to be erected, provided that a temporary new home sales and marketing office *accessory* to the *apartment-house* permitted herein may be permitted within an *apartment-house* located within Building A or within Building B shown on Map 2 attached hereto;
 - (3) not more than 596 *dwelling units* and 2 *guest suites* are erected and used on the *lot*, to be erected and used within Building A and Building B shown on Map 2 attached hereto;
 - (4) the *gross floor area* erected on the *lot* shall not exceed 50,500 square metres, which is exclusive of amenity space erected and used in Building A and Building C shown on Map 2 attached hereto for the exclusive use of residents of Building A shown on Map 2, and exclusive of amenity space erected and used in Building B and Building C shown on Map 2 for the exclusive use of residents of Building B shown on Map 2, mechanical/electrical and telecommunications purposes, loading facilities, storage and parking of motor vehicles and bicycles, below grade storage lockers, moving rooms, garbage/recycling rooms, elevator lobbies, vestibules, corridors and exit stairs;
 - (5) no person shall erect or use a *building* or structure above *grade* on the *lot* which is located otherwise than wholly within the areas delineated by heavy lines on Map 2 attached hereto, except for the type of structure listed in the column entitled "STRUCTURE" in the following chart, provided that the restrictions set out opposite the structure in the columns entitled "MAXIMUM PERMITTED PROJECTION" are complied with:

STRUCTURE	MAXIMUM PERMITTED PROJECTION
Canopies, cornices and art features	Maximum 1.0 metre projection, provided the height of the structure is not higher than that portion of the <i>building</i> to which it is attached
Raised landscape terraces	As shown on Map 2 attached hereto
Privacy screens, patios located at or above <i>grade</i> , raised planters as part of the <i>building</i> or on raised terrace patios, entry stairs and platforms leading to the surface, cellars, basements, or below <i>grade</i> garage structures, which are partially above ground	Maximum 3.5 metres projection, provided the structure is not higher than that portion of the <i>building</i> to which it is attached, with the exception of raised planters on the landscaped terrace attached to Building C as shown on Map 2 attached hereto which may extend up to a maximum 6.5 metres
Balconies	Maximum 1.5 metre projection, provided the height of the structure is not higher than that portion of the <i>building</i> to which it is attached
Air in take shafts	Maximum 12.5 metre projection, provided the height of the structure is not higher than 0.6 metres above the level of the finished ground adjacent thereto

- (6) no person shall erect or use a *building* or structure above *grade* on the *lot* having a greater *height of building* in metres than the *height of building* in metres specified by the numbers following the symbol H on Map 2 attached hereto, except for any mechanical penthouse, stairwell enclosure, elevator shaft, dynamic damper, heating, cooling or ventilating equipment or window washing equipment located on the roof of a *building* or any fence wall or structure enclosing such elements, provided that the maximum height of the top of such element or enclosure is no higher than the sum of 12.0 metres plus the *height of building* limit otherwise applicable as shown on Map 2;
- (7) in addition to the *height of building* restrictions in subsection (6) herein, the *height of building* of the *apartment-house* shall not exceed 30 storeys;
- (8) *parking spaces* shall be provided and maintained on the *lot* in accordance with the following:
- (a) minimum of 248 *parking spaces* for use by residents of and visitors to Building A, as shown on Map 2 attached hereto of this By-law, inclusive of a minimum of 26 pay-and-display *parking spaces* which pay-and-display spaces shall be available for use by visitors to Building A and other non-residents of the *lot*, in accordance with the following minimum ratios:

Resident Parking:

Bachelor <i>dwelling units</i>	- 0.3 <i>parking space</i> per <i>dwelling unit</i>
One-bedroom <i>dwelling units</i>	- 0.6 <i>parking space</i> per <i>dwelling unit</i>
Two-bedroom <i>dwelling units</i>	- 0.7 <i>parking space</i> per <i>dwelling unit</i>
Three-bedroom <i>dwelling units</i>	- 0.7 <i>parking space</i> per <i>dwelling unit</i>

Visitor Parking: - 0.15 *parking space* per *dwelling unit*

- (b) a minimum of 245 *parking spaces* for use by residents of and visitors to Building B, as shown on Map 2 attached hereto of this By-law, in accordance with the following minimum ratios:

Resident Parking:

Bachelor <i>dwelling units</i>	- 0.3 <i>parking space</i> per <i>dwelling unit</i>
One-bedroom <i>dwelling units</i>	- 0.7 <i>parking space</i> per <i>dwelling unit</i>
Two-bedroom <i>dwelling units</i>	- 1.0 <i>parking space</i> per <i>dwelling unit</i>
Three-bedroom <i>dwelling units</i>	- 1.2 <i>parking space</i> per <i>dwelling unit</i>
Townhouses	- 1.2 <i>parking space</i> per <i>dwelling unit</i>

Visitor Parking: - 0.15 *parking space* per *dwelling unit*

- (c) a maximum of 24 *parking spaces* on the *lot* may have minimum dimensions of no less than 2.4 metres in width and 5.0 metres in length;
- (d) a maximum of 3 *car-sharing parking spaces* are provided and maintained in Building A, as shown on Map 2 attached hereto of this By-law for use by resident and non-resident *car-sharing* members;
- (e) a maximum of 3 *car-sharing parking spaces* are provided and maintained in Building B, as shown on Map 2 attached hereto of this By-law for use by resident and non-resident *car-sharing* members;
- (f) despite subsection (8)(a) above, for each *car sharing parking space* provided on the *lot*, to a maximum of 6 such spaces, the minimum number of *parking spaces* required for residents shall be reduced by 5 *parking spaces*;
- (9) amenity space shall be provided and maintained on the *lot* within Building A and Building C as shown on Map 2 attached hereto for the exclusive use of all residents of Building A with equal access to such space provided to all residents of Building A, and at no additional cost to tenants, except for a reasonable charge for use of the party room, and on the same terms, in accordance with the following standards:
- (a) a minimum of 2.6 square metres of *indoor residential amenity space* for each *dwelling unit* erected or used in Building A, and

- (b) a minimum of 2.0 square metres of *outdoor residential amenity space* for each *dwelling unit* erected or used in Building A;
- (10) a minimum of 80 *bicycle parking spaces-occupant* and not less than 20 outdoor *bicycle parking spaces - visitor* shall be provided and maintained on the *lot* in Building A as shown on Map 2 attached hereto for use without charge by the residents and visitors to Building A;
- (11) not less than 80 *bicycle parking spaces-occupant* and not less than 20 *outdoor bicycle parking spaces - visitor* shall be provided and maintained on the *lot* in Building B as shown on Map 2 attached hereto for use without charge respectively by the residents and visitors to Building B; and
- (12) separate and apart from the amenity space required in (9) herein, amenity space shall be provided and maintained on the *lot* within Building B and Building C as shown on Map 2 attached hereto for the exclusive use of all residents of Building B with equal access to such space provided to all residents of Building B and on the same terms, in accordance with the following standards:
 - (a) a minimum of 2.6 square metres of *indoor residential amenity space* for each *dwelling unit* erected or used in Building B, and
 - (b) a minimum of 2.0 square metres of *outdoor residential amenity space* for each *dwelling unit* erected or used in Building B.

5. Definitions:

- (1) For the purposes of this By-law, the terms set forth in italics, subject to Section 5(2) of this By-law, have the same meaning as such terms have for the purposes of By-law No. 1-83, as amended:
- (2) The following definitions shall apply:
 - (a) "*apartment-house*" shall mean a *building*, other than an *apartment-hotel*, erected for the purpose of providing *dwelling units*, together with required *indoor residential amenity space*, underground *parking spaces* to serve the residents and visitors of such *building*, and allowing, subject to section 4(8)(a), the pay-and-display underground parking for visitors to Building A shown on Map 2 attached hereto and other non-residents of the *lot*;
 - (b) "*bicycle parking space-occupant*" means an area that is equipped with a bicycle rack or locker for the purpose of parking and securing bicycles for residents, and
 - (i) where the bicycles are to be parked on a horizontal surface, has horizontal dimensions of at least 0.6 metres by 1.8 metres and a vertical dimension of at least 1.9 metres, and

- (ii) where the bicycles are to be parked in a vertical position, has horizontal dimensions of at least 0.6 metres by 1.2 metres and a vertical dimension of at least 1.9 metres;
- (c) "*bicycle parking space – visitor*" means an area that is equipped with a bicycle rack for the purpose of parking and securing bicycles and may be located outdoors or indoors but not within a secured room, enclosure or bicycle locker;
- (d) "*car-sharing*" shall mean the practice of multiple people sharing the use of one or more vehicles owned by a profit or non-profit car-sharing organization and to use a car-sharing vehicle, a person must meet the membership requirements of the car-sharing organization, including the payment of membership fees that may or may not be refundable. Cars are reserved in advance and fees for use are normally based on time and/or kilometres driven;
- (e) "*car-sharing parking space*" shall mean a *parking space* exclusively for a car used only for *car-sharing* purposes and such vehicle is accessible to resident and non-resident *car-sharing* members at all times;
- (f) "*first tenant*" shall mean the first tenant who occupies any replacement rental *dwelling unit* required in section 3 of Appendix "1" to this By-law, other than a *returning tenant*;
- (g) "*grade*" shall mean 158.16 metres Canadian Geodetic Datum;
- (h) "*guest suites*" shall mean a suite, other than a *dwelling unit*, that has no kitchen facilities and is available for use on a temporary basis as overnight accommodation for persons visiting residents of an *apartment-house* dwelling;
- (i) "*indoor residential amenity space*" shall mean an enclosed common area or areas on the *lot*, at least one of which contains a kitchen and a washroom, which are provided for the exclusive use of residents of a *building* on the *lot* for recreational or social purposes;
- (j) "*lot*" shall mean the lands delineated by heavy lines on the attached Map 1 to this By-law;
- (k) "*outdoor residential amenity space*" shall mean an unenclosed common area or areas on the *lot* which are provided for the exclusive use of residents of a *building* on the *lot* for recreational or social purposes and is to be provided in a location adjoining or directly accessible from the *indoor residential amenity space* containing the kitchen and washroom; and

- (1) "*returning tenant*" shall mean an eligible tenant who occupied a *dwelling unit* on the *lot* on or after October 6, 1995 and prior to February 18, 2000 and who is listed as a returning tenant in the Agreement required in Section 2 of this By-law.
6. Despite any existing or future severance, partition, or division of the *lot*, the provisions of this By-law shall continue to apply to the whole of the *lot* as if no severance, partition, or division occurred.
7. Building permit issuance with respect to the lands to which this By-law applies shall be dependent upon satisfaction of the provisions in this By-law and in the Section 37 Agreement relating to building permit issuance, including the provision of monetary payments and the provision of financial securities.

PURSUANT TO THE DECISION/ORDER OF THE ONTARIO MUNICIPAL BOARD
ISSUED ON APRIL 13, 2010 IN BOARD FILE NO. PL990391.

Appendix "1"
Section 37 Provisions

The facilities, services and matters set out herein are the matters required to be provided by the owner of the *lot* at its expense to the City in accordance with an agreement or agreements, pursuant to Section 37(3) of the *Planning Act*, in a form satisfactory to the City with conditions providing for indexing escalation of both the financial contributions and letters of credit, indemnity, insurance, GST, termination and unwinding and registration and priority of agreement:

1. the owner shall pay to the City the sum of \$500,000 within 10 business days following the date this By-law comes into full force and effect and in any event prior to any building permit or any demolition permit issuing for any portion of the *lot* other than for the repair of any *building* existing on the *lot* on the date this By-law is enacted, to be used towards capital improvements and enhancements to the Ben Nobleman Park, Wychwood Barns Park, Cedarvale Ravine, Cedarvale Park and Artscape Wychwood Barns.

Such payment shall be indexed in accordance with the Non-Residential Construction Price Index for the Toronto CMA, reported quarterly by statistics Canada in Construction Price Statistics Publication No. 62-007-XPB, or its successor, calculated from the date of execution of the Section 37 Agreement required in Section 2 of this By-law, to the date of payment of the sum by the owner to the City;

2. the owner shall contribute \$700,000 for on-site public art (indexed annually in accordance with the indexing provisions of clause 1 herein) implemented under the City's public art provisions and practises;
3. the owner shall provide and maintain not less than 146 replacement rental *dwelling units* on the *lot* within Building A, as labelled on Map 2 attached hereto of this By-law, in accordance with the following requirements:
 - (i) the replacement rental *dwelling units* shall be maintained as rental units for at least 20 years, beginning with the date that each such unit is occupied and until the owner obtains final approval under all applicable by-laws and legislation which restrict or regulate the demolition or conversion of rental *dwelling units*.
 - (ii) not less than 23 bachelor *dwelling units* shall be provided, each not less than 41.8 square metres of *gross floor area*;
 - (iii) not less than 83 1-bedroom *dwelling units* shall be provided, each having between 51.9 square metres and 64.6 square metres of *gross floor area*; and,
 - (iv) not less than 40 2-bedroom *dwelling units* shall be provided each having between 78.9 square metres and 88.26 square metres of *gross floor area*;

4. the replacement rental *dwelling units* shall be completed such that they are ready and available for occupancy prior to the date on which the earliest of any other *dwelling units* to be constructed on the *lot* after the date this By-law is enacted are ready and made available for occupancy, other than the *buildings* existing on the lot in 2009 and a temporary new home sales and marketing office;
5. initial rents charged to tenants of replacement rental *dwelling units* who formerly occupied an existing *dwelling unit* on the *lot* and are listed as *returning tenants* in the Agreement required in Section 2 of this By-law shall be determined as follows:
 - (i) bachelor *dwelling units*: the sum of the rent charged on October 6, 1995 for the bachelor *dwelling unit* occupied by the *returning tenant* in one of the existing *apartment-houses* on the lands, plus annual guideline rent increases under the applicable rent regulation statute(s) from October 6, 1995 up to and including February 18, 2000, plus one half of the difference between the rent charged on October 6, 1995, plus applicable increases, for such unit and \$725.00;
 - (ii) one bedroom *dwelling units*: the sum of the rent charged on October 6, 1995 for the one bedroom *dwelling unit* occupied by the *returning tenant* in one of the existing *apartment-houses* on the lands, plus annual Provincial guideline rent increases under the applicable rent regulation statute(s) from October 6, 1995 up to and including February 18, 2000, plus one half of the difference between the rent charged on October 6, 1995, plus applicable increases, for such unit and \$950.00;
 - (iii) two bedroom *dwelling units*: the sum of the rent charged on October 6, 1995 for the two bedroom *dwelling unit* occupied by the *returning tenant* in one of the existing *apartment-houses* on the lands, plus annual Provincial guideline rent increases under the applicable rent regulation statute(s) from October 6, 1995 up to and including February 18, 2000, plus one half of the difference between the rent charged on October 6, 1995 for such unit and \$1,125.00; and
 - (iv) in the event a *returning tenant* elects and thereafter occupies a replacement rental *dwelling unit* of a different type than such tenant occupied in one of the existing *apartment-houses* on the lands:
 - a. bachelor units: \$650.00;
 - b. one bedroom units: \$922.00; and
 - c. two bedroom units: \$1095.00;
6. the rents described in clauses 5 herein may not be increased by more than the annual Provincial guideline rent increase, and if applicable, permitted above guideline increases, until the tenancy ends;
7. rents charged to tenants of replacement rental *dwelling units* who are not *returning tenants*, during the first 10 years of occupancy of such units shall not exceed the amounts as follows:
 - a. bachelor units: \$725.00;

- b. one bedroom units: \$950.00; and
- c. two bedroom units: \$1,125.00,

subject to annual Provincial guideline rent increases, and if applicable, permitted above guideline increases following the first year of occupancy of such *dwelling unit*;

- 8. rents charged to tenants who are not *returning tenants* occupying a replacement rental *dwelling unit* at the end of the 10 year period set forth in clause 7 herein shall not exceed the most recently charged rent for such unit at the end of the 10 year period subject only to annual increases which may increase the rent to market rent in equal increments over a period of at least 3 years upon the giving of at least 150 days written notice of each such increase. Rents charged to tenants newly occupying a replacement rental *dwelling unit* after the completion of the 10 year period set forth in clause 7 will not be subject to restrictions by the City under this By-law or the terms of the Agreement required in Section 2 of this By-law;
- 9. monthly parking charges for indoor parking spaces in Building A, shown on Map 2 attached hereto shall not exceed:
 - (i) \$60.00 per *parking space* for each *returning tenant* until the tenancy ends; and
 - (ii) \$65.00 per *parking space* for each tenant occupying a replacement rental *dwelling unit* during the 10 year period in clause 7 herein,

provided that such sum may be further increased annually by the Provincial guideline rent increase and above guideline increases where applicable following the first year of occupancy of such *dwelling unit*. The charge for each tenant occupying a replacement rental *dwelling unit* at the end of such 10 year period who is not a *returning tenant* may be increased to market charges in equal increments over a period of at least 3 years upon the giving of at least 150 days written notice of each such increase. A *returning tenant* is entitled to the same number of *parking spaces* to which such tenant was entitled pursuant to a tenancy for a rental *dwelling unit* existing on the *lot* prior to the enactment of this By-law; and

- 10. the owner shall provide assistance to eligible tenants of the rental *dwelling units* existing on the *lot* in 2009 as follows:
 - (i) tenants who formerly occupied such a unit and are listed as *returning tenants* in the Agreement required in Section 2 of this By-law shall have the right to return to a new replacement rental *dwelling unit* on the *lot* in Building A, shown on Map 2 attached hereto;
 - (ii) compensation equal to at least three months rent;
 - (iii) compensation in the amount of \$4,000 for expenses related to moving out of a rental *dwelling unit*; and
 - (iv) compensation in the amount of \$3,000 for expenses related to moving back into a replacement rental *dwelling unit*.



