

Authority: Toronto and East York Community Council Item TE34.9, as adopted by City of Toronto Council on August 25, 26, 27 and 28, 2014

CITY OF TORONTO

BY-LAW No. 806-2015

To amend former City of Toronto Zoning By-law No. 438-86, as amended, with respect to the lands known municipally in the year 2014 as 231-237 College Street and 177-189 Huron Street.

Whereas Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*;

The Council of the City of Toronto enacts:

1. District Map No. 50H-312 contained in Appendix "A" and "B" of By-law No. 438-86, 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 City of Toronto", as amended, is further amended by redesignating from "R3 Z1.0" to "MCR T2.5 C1.0 R2.5" the lands identified as "MCR T2.5 C1.0 R2.5" on Appendix "A" as outlined on Plan 1 attached to and forming part of this By-law and by changing the height limit applicable to such lands on Appendix "B" to 14 metres.
2. None of the provisions of Section 2 with respect to the definitions of the terms *grade*, *height*, *lot*, and Sections 4(2)(a), 4(3), 4(5), 4(12), 4(13), 4(16), 8(3) Part I, 8(3) Part II, 8(3) Part IV, 8(3) Part XI(1), and Section 12(2)132 of the aforementioned Zoning By-law No. 438-86, as amended, shall apply to prevent the erection of a *mixed-use building* on the *lot*, which may contain *dwelling units*, non-residential uses, a *commercial parking garage* and uses *accessory* thereto, provided that:
 - (a) the *lot* comprises at least the lands delineated by heavy lines on Map 1 attached to and forming part of this By-law;
 - (b) the total combined *residential gross floor area* and *non-residential gross floor area* of the building does not exceed 11,100 square metres;
 - (c) the maximum *residential gross floor area* shall not exceed 10,700 square metres;
 - (d) the maximum *non-residential gross floor area* shall be 400 square metres;
 - (e) a maximum of 142 *dwelling units* may be provided on the *lot*;
 - (f) of the 142 *dwelling units* listed above, a minimum of 12 of the *dwelling units* shall be three bedroom units in compliance with the provisions of the Ontario Building Code;

- (g) no portion of any building or structure shall be located otherwise than wholly within the heavy lines identified on Map 2 attached to and forming part of this By-law, with the exception of the following:
- (i) cornices, light fixtures, awnings, ornamental elements, parapets, landscape features, trellises, eaves, window sills, ventilation shafts, guardrails, balustrades, railings, stairs, stair enclosures, doors, wheel chair ramps, canopies, and underground garage ramps, architectural feature wall and associated structures; and
 - (ii) balconies provided that they extend no more than 1.5 metres beyond the areas delineated by heavy lines on Map 2;
- (h) no portion of any building or structure shall have a greater *height* in metres than the *height* limits specified by the numbers following the symbol H on Map 2 attached to and forming part of this By-law, with the exception of the following:
- (i) a structure used for outside or open air recreation, safety or wind protection purposes, elements of a green roof, balconies, canopies, vents, stacks or other heating, cooling or ventilating equipment, a screen around such equipment, window washing equipment, ornamental elements, architectural elements, landscaping elements, privacy walls, trellises, parapets, stairs, stair enclosures, guardrails and railings, extending no more than 2.0 metres above the applicable *height* limit; and
 - (ii) the structures and elements identified in Section 2(g) of this By-law;
- (i) a minimum of 52 *parking spaces* shall be provided and maintained on the *lot* in a *commercial parking garage*, inclusive of 4 *car-share parking spaces*;
- (j) a minimum of 2.0 square metres of indoor *residential amenity space* for each rental *dwelling unit* and 1.5 square metres of indoor *residential amenity space* for each condominium *dwelling unit* shall be provided on the *lot*, located in two distinct sets of multi-purpose rooms, one rental and another condominium, at least one room in each set containing a kitchen and a washroom;
- (k) a minimum of 2.0 square metres of outdoor *residential amenity space* for each rental *dwelling unit* and 2.0 square metres of outdoor *residential amenity space* for each condominium *dwelling unit* shall be provided on the *lot*, contiguous with and accessed via the respective rental or condominium indoor *residential amenity space* area;
- (l) a minimum of 149 *bicycle parking spaces* shall be provided and maintained on the *lot*, of which:
- (i) a minimum of 128 *bicycle parking spaces* shall be provided and maintained for the exclusive use of residents of the building, and shall be located within the *mixed-use building* located on the *lot*;

- (ii) a minimum of 15 *bicycle parking spaces* shall be provided and maintained on the *lot* for the exclusive use of residential visitors;
 - (iii) a minimum of 1 *bicycle parking spaces* shall be provided and maintained on the *lot* for the exclusive use of retail occupants;
 - (iv) a minimum of 5 *bicycle parking spaces* shall be provided and maintained on the *lot* for the exclusive use of retail visitors; and
 - (v) the *bicycle parking spaces* required by Section 2(1)(i) may be provided in *bicycle stacking units*.
3. None of the provisions of Zoning By-law No. 438-86, as amended, or this By-law shall apply to prevent a *temporary sales office* on the *lot*.

4. **SECTION 37 OF THE PLANNING ACT**

- (a) Pursuant to Section 37 of the *Planning Act* and subject to compliance with this By-law, the increase in *height* and density of development on the *lot* is permitted in return for the Owner's election to provide, at the Owner's expense, the facilities, services and matters set out in Schedule "A" hereof which are secured by one or more agreements pursuant to Section 37(3) of the *Planning Act* that are in a form satisfactory to the City Solicitor and registered on title to the *lot*.
 - (b) Where Schedule "A" of this By-law requires the Owner to provide certain facilities, services or matters prior to the issuance of a building permit, the issuance of such permit shall be dependent on satisfaction of the same.
 - (c) The Owner shall not use, or permit the use of, a building or structure erected with an increase in height and density pursuant to this By-law unless all provisions of Clause 1 of Schedule "A" are satisfied.
5. For the purposes of this By-law, all italicized words and expressions have the same meaning as defined in By-law No. 438-86, as amended, with the exception of the following:

"bicycle stacking units" shall mean a horizontal *bicycle parking space* that is positioned above or below another *bicycle parking space* equipped with a mechanical device providing floor level access to both *bicycle parking spaces*. The minimum dimensions of *bicycle stacking units* are:

- (i) minimum length of 1.8 metres;
- (ii) minimum width of 0.6 metres; and
- (iii) minimum vertical clearance for each *bicycle parking space* of 1.2 metres;

"*car share*" means the practice where a number of people share the use of one or more cars that are owned by a profit or non-profit car-sharing car organization and where such organization may require that use of cars be reserved in advance, charge fees based on time and/or kilometres driven, and set membership requirements of the car-sharing organization;

"*car-share parking space*" means a parking space that is reserved and actively used for car-sharing;

"*grade*" means 103.8 metres Canadian Geodetic Datum;

"*height*" means the vertical distance between *grade* and the highest point of the roof of any building on the *lot*, except for those elements prescribed by this By-law;

"*lot*" shall refer to those lands delineated by a heavy black line on Map 1, attached to and forming part of this By-law; and

"*temporary sales office*" means a building, structure, facility or trailer on the *lot* used for the purpose of the sale of the *dwelling units* to be erected on the *lot*.

6. Despite any existing or future severance, partition or division of the *lot*, the provisions of this By-law shall apply to the whole of the *lot* as if no severance, partition or division occurred.

Enacted and passed on July 9, 2015.

Frances Nunziata,
Speaker

Ulli S. Watkiss,
City Clerk

(Seal of the City)

SCHEDULE "A"
Section 37 Provisions

The facilities, services and matters set out below are required to be provided to the City of Toronto at the Owner's expense in return for the increase in height and density of the proposed development on the *lot* and secured in an agreement or agreements under Section 37(3) of the *Planning Act* whereby the Owner agrees as follows:

1. A cash contribution in the amount of \$500,000, indexed and payable to the City of Toronto prior to the issuance of any above-grade building permits for the development of the *lot*, the amount to be used for:
 - (i) a cash contribution in the amount of \$200,000 for capital improvements to Toronto Community Housing in Ward 20;
 - (ii) a cash contribution in the amount of \$150,000 for streetscape improvements in the immediate area;
 - (iii) a cash contribution in the amount of \$50,000 for improvement to the Huron Street Garden located at 180 Huron Street; and
 - (iv) a cash contribution in the amount of \$100,000 for cycling infrastructure in the immediate area.

2. In the event that some or all of the cash contributions referred to in paragraph 1 have not been used for the intended purpose within three (3) years of this By-law coming into full force and effect, the unused cash contributions may be redirected for another purpose, at the discretion of the Chief Planner and Executive Director of City Planning, in consultation with the local Councillor, provided that the purpose is identified in the Toronto Official Plan and will benefit the community in the vicinity of the lands.

3. The Owner shall provide and maintain not less than fifteen (15) new *replacement rental units* on the *lot*, comprising at least four (4) affordable rental *dwelling units* and eleven (11) rental *dwelling units* with rents no higher than mid-range rents, which units shall generally be of the same type and size as in the buildings existing on the *lot* at the date of enactment of this by-law, to the satisfaction of the City's Chief Planner and Executive Director, City Planning Division, plus two (2) *secured market rental units*, subject to the following:
 - (i) The *replacement rental units* shall consist of four (4) one-bedroom and eleven (11) two-bedroom *dwelling units* and the *secured market rental units* shall consist of two (2) one-bedroom *dwelling units*.
 - (ii) The *replacement rental units* and *secured market rental units* shall be maintained as rental housing units for at least twenty (20) years, beginning with the date that each unit is occupied and until the owner obtains approval for a zoning by-law amendment removing the requirement for the replacement rental housing units to be maintained as rental units. No application may be submitted for condominium

registration, or for any other conversion to non-rental housing purposes, or for demolition without providing for replacement during the 20 year period.

- (iii) The building permit for the *replacement rental units* and *secured market rental units* shall be issued no later than the issuance of the first above-grade building permit for any building with residential uses on the *lot*. The *replacement rental units* and *secured market rental units* shall be ready and available for occupancy no later than the date when 90% of the other *dwelling units* on the *lot* are available and ready for occupancy.
- (iv) The combined *residential gross floor area* of the *replacement rental units* shall be not less than 1115 square metres and the combined *residential gross floor area* of the *secured market rental units* shall be not less than 95 square metres.
- (v) The *replacement rental units* shall have the following characteristics:
 - a. The 4 one-bedroom units shall each be not less than 47 square metres *residential gross floor area*. One of these units shall be affordable and three shall be mid-range.
 - b. The 11 two-bedroom units shall each be not less than 83 square metres *residential gross floor area*. Three of these units shall be affordable and eight shall be mid-range.
 - c. A minimum of two of the *replacement rental units* shall be accessible units.
 - d. The Owner shall provide and maintain affordable rents charged to the tenants who rent each of the 4 designated affordable *replacement rental units* during the first 10 years of its occupancy, such that the initial rent shall not exceed an amount based on the most recent Fall Update Canada Mortgage and Housing Corporation Rental Market Report average rent for the City of Toronto by unit type. Upon turn-over during the 10 year period, the rent charged to any new tenant shall not exceed the greater of the most recently charged rent or the most recent Fall Update Canada Mortgage and Housing Corporation Rental Market Report average rent for the City of Toronto by unit type.
 - e. The Owner shall provide and maintain rents no greater than mid-range rents charged to the tenants who rent each of the designated 11 mid-range *replacement rental units* during the first 10 years of its occupancy, with mid-range rents on the same basis as clause d above except that the maximum mid-range rent shall not exceed an amount that is 1.5 times average market rent by unit type.
 - f. Rents charged to tenants occupying one of the *replacement rental units* at the end of the 10 year period shall be subject only to annual increases that do not exceed the Provincial rent guideline and, if applicable, permitted

above guideline increases, so long as they continue to occupy their *dwelling unit* or until the expiry of the 20 year period set forth in subsection (ii) above with a further phase-in period of a least three years for rent increases to unrestricted market rents.

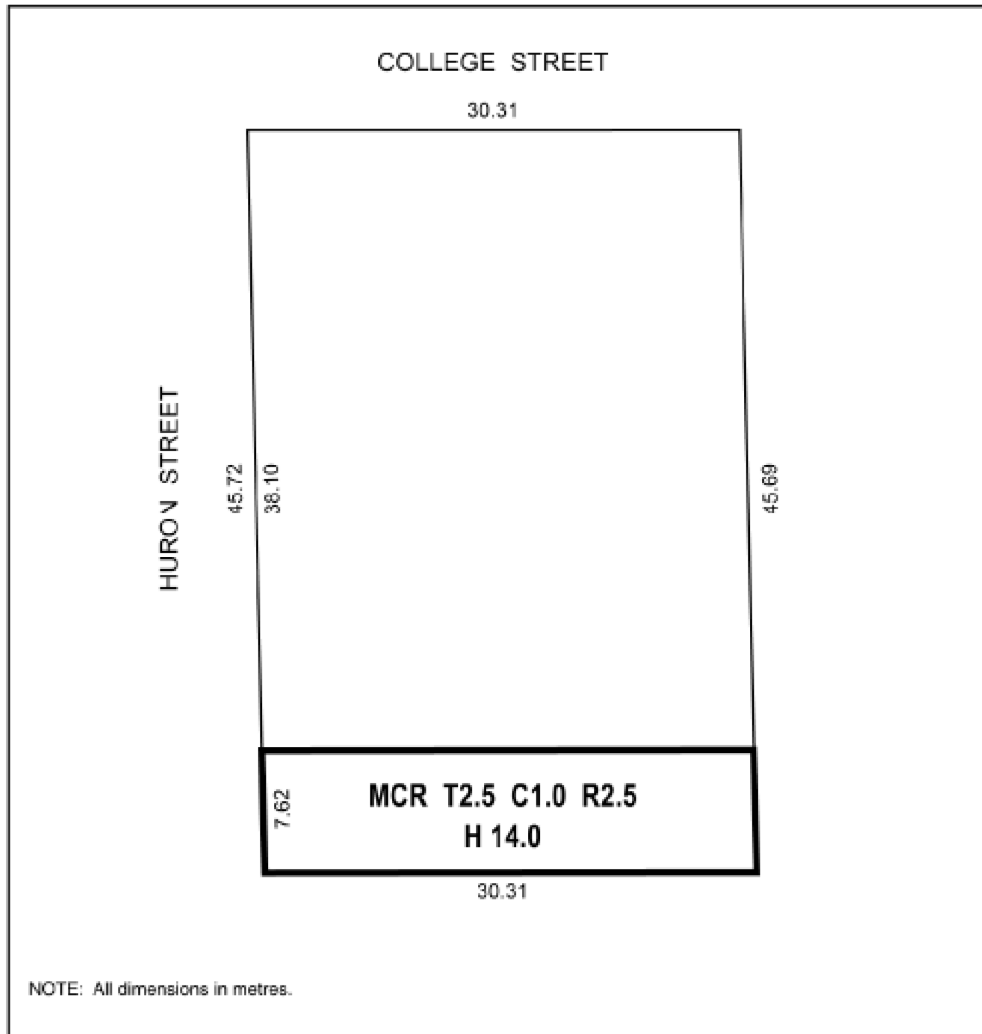
- g. Rents charged to tenants newly occupying one of the *replacement rental units* after completion of the 10 year period will not be subject to restrictions relating to the amount of the rent by the City of Toronto under the terms of clauses d and e above.

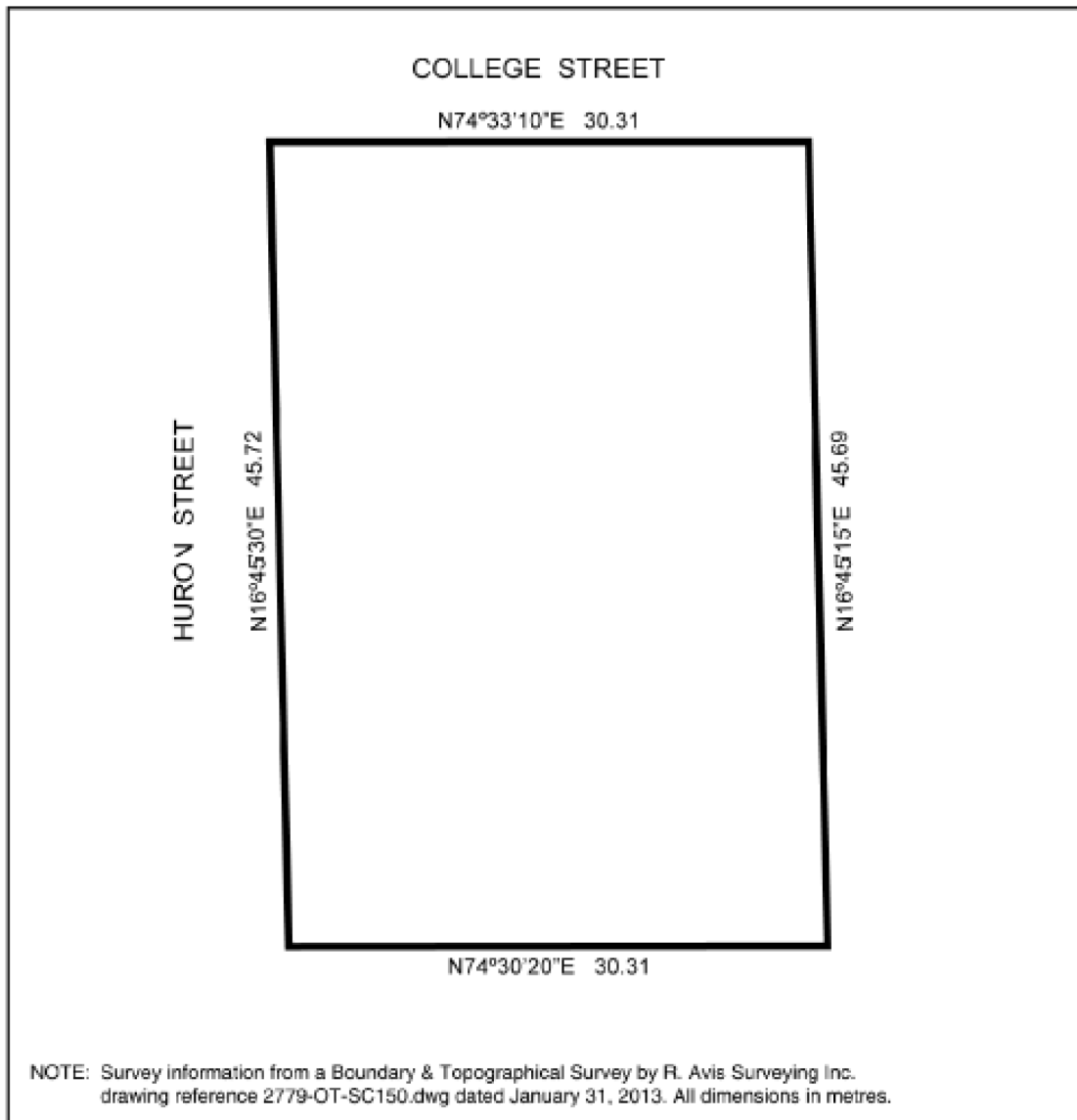
(vi) The *secured market rental units* shall have the following characteristics:

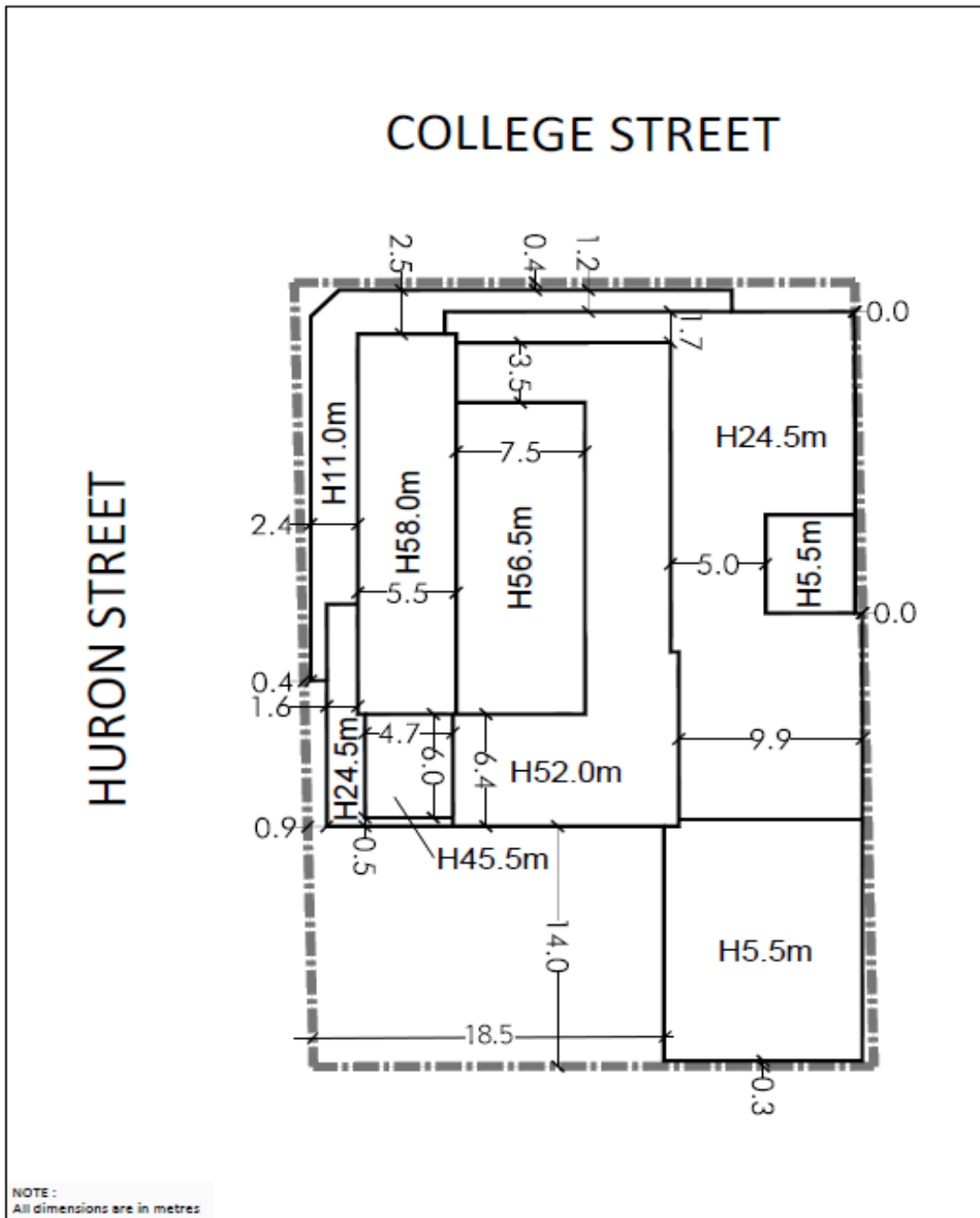
- a. The 2 one-bedroom units shall each be not less than 47 square metres *residential gross floor area*, with no rent stipulation.
- b. The 2 one-bedroom units shall be included in vertically and/or horizontally contiguous clusters of 6 or more *replacement rental units*.
- c. The rents charged to tenants newly occupying one of the *secured market rental units* shall not be bound by the provisions of clauses (v) d to f above.

- 4. The Owner shall provide a Tenant Relocation and Assistance Plan to the satisfaction of the Chief Planner and Executive Director, City Planning Division, that requires the Owner to provide for each eligible tenant at 183-187 Huron Street and 233-235 College Street the right to return to a *replacement rental unit*. The assistance will include at least a moving allowance and other financial assistance on a sliding scale geared to the length of occupancy of each tenant, with provisions for special needs and long-term tenants.
- 5. The Owner shall enter into an agreement with the City of Toronto pursuant to Section 37 of the *Planning Act*, to secure the provision of said facilities, services and matters, in a form satisfactory to the City Solicitor, with conditions providing for indexed escalation of financial contributions, no credit for development charges, indemnity, insurance, HST, termination and unwinding, and registration and priority of the agreement.
- 6. The Owner shall enter into an agreement with the City of Toronto, prior to any building permit, to secure the implementation of appropriate local roadway improvements, at the Owner's expense, as may be required to address the potential traffic impacts of the proposed development to the satisfaction of the Director of Engineering and Construction Services, Toronto and East York District.
- 7. For the purposes of this Schedule "A", a "*replacement rental unit*" shall refer to a future rental *dwelling unit* that is to replace one of the existing rental *dwelling units* located on the *lot* and whose size, unit type, rental status, location, rent levels, as well as other relevant characteristics, may be secured by the City in an agreement or agreements under Section 37(3) of the *Planning Act* consistent with this By-law.

8. For the purposes of this Schedule "A", a "*secured market rental unit*" shall refer to a future rental *dwelling unit* that is to be additional to all of the existing rental *dwelling units* located on the *lot* and whose size, unit type, rental status and location relative to *replacement rental units*, but no other characteristic, may be secured by the City in an agreement or agreements under Section 37(3) of the *Planning Act* consistent with this By-law.







NOTE:
All dimensions are in metres

231-237 College Street and 177-189 Huron Street



Map 2

