

Authority: Ontario Municipal Board Decision issued on January 29, 2016 and Order issued on September 7, 2016 in Board File PL150122 and PL140452

CITY OF TORONTO

BY-LAW 1195-2017(OMB)

To amend former City of Toronto Zoning By-law 438-86, as amended, with respect to lands known municipally as 2114-2130 Bloor Street West.

Whereas the Ontario Municipal Board pursuant to its Decision issued on January 29, 2016 and Order issued on September 7, 2016 in relation to in Board File PL150122 and PL140452, determined to amend Zoning By-law 438-86 of the former City of Toronto; and

Whereas the Official Plan for the City of Toronto contains such provisions relating to the authorization of increases in height and density of development; and

Whereas pursuant to Section 37 of the *Planning Act*, a by-law under Section 34 of the *Planning Act*, may authorize increases in the height or density of development beyond those otherwise permitted by the by-law and that will be permitted in return for the provision of such facilities, services or matter 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 and 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 aforesaid lands has elected to provide the facilities, services and matters hereinafter set out; and

Whereas the increase in height and density permitted beyond that otherwise permitted on the aforesaid lands by By-law 438-86, as amended, is permitted in return for the provision of the facilities, services and matters set out in this By-law which is secured by one or more agreements between the owner of the land and the City of Toronto;

The Ontario Municipal Board enacts 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 of 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 referred to in Section 2 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 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 *By-law 438-86* shall continue to apply to the *lot*.
4. None of the provisions of Section 2 with respect to the definitions of *grade*, *height*, and *lot* and Sections 4(2); 4(4)(b); 4(4)(c)(ii); 4(10)(a); 4(12); 4(13)a; 4(14)(a); 4(16); 4(17)(e); 6; 8(1); 8(3) Part I, (1), (2), (3), (a); 8(3), Part II, (1)(b),(4) of Zoning By-law 438-86, as amended, of the former City of Toronto 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", shall apply to prevent the erection or use of a *mixed-use building* on the *lot*, provided that:
- (a) the *lot* comprises the lands delineated by heavy lines on Map 1, attached to and forming part of this By-law;
 - (b) despite any existing or future consent, partition or division of the *lot*, the provisions of this By-law shall apply to the *lot* as if no consent, partition or division occurred;
 - (c) no above *grade* portion of a building or structure erected or used on the *lot* shall be located other than wholly within the areas delineated by heavy lines on Map 2, attached to and forming part of this By-law, except for the following:
 - (i) Cornices, lighting fixtures, awnings, ornamental elements, parapets, trellises, eaves, window sills, guardrails, balustrades, railings, wheel chair ramps, stairs, stair enclosures, vents, underground garage ramps and their associated structures, fences, safety railings, screens, landscape and public art features;
 - (d) no part of any building or structure erected or used on the *lot*, shall exceed the *heights* in metres specified by the numbers following the symbol H on the attached Map 2, with the exception of the following:
 - (i) Structures on any roof used for outside or open air recreation, maintenance, mechanical equipment, elevator overruns, stairs and staircases, safety or wind protection features, including without limitation landscape garden amenities, private outdoor swimming pools, green roofs, parapets, terrace guards, screens, and window washing equipment;
 - (ii) In no case shall any part of a building or structure erected or used on the *lot* exceed a height of 32.7 metres (9 *storeys*) above *grade*, excluding any structures referenced in (i) above; and
 - (iii) In no case shall habitable space be permitted above the 8th storey (28.2 metres above *grade*). The enclosed space on the 9th storey shall be used exclusively for amenity space and mechanical equipment purposes, together with the associated staircases and landings, washrooms and equipment rooms;

- (e) notwithstanding subsections (c) and (d), the first *storey* of the building shall be setback:
- (i) A minimum of 1.2 metres from the Bloor Street West *lot* line; and
 - (ii) A minimum of 1.2 metres from the Kennedy Park Road *lot* line, but only for those portions of the building which are within 14 metres of the Bloor Street West *lot* line;
- to a minimum clear height of 3.3 metres, with the exception of structural columns and associated cladding, bicycle racks, and the projections described in subsection (c)(i);
- (f) the total combined *residential gross floor area* and *non-residential gross floor area* erected or used on the *lot* shall not exceed 7,150 square metres;
- (g) the *residential gross floor area* erected or used on the *lot* shall not exceed a total of 6,825 square metres and the total number of *dwelling units* shall not exceed 66 on the *lot*;
- (h) the *non-residential gross floor area* erected or used on the *lot* shall not exceed 325 square metres;
- (i) provide a total of 10 *dwelling units*, in contiguous clusters of 6 or more *dwelling units* as described in Appendix 1 and the Section 37 Agreement, to satisfy the replacement of rental *dwelling units*;
- (j) amenity space shall be provided as follows:
- (i) A minimum of 150 square metres of indoor *residential amenity space* for use by residents of the mixed use building shall be provided in a multi-purpose room or rooms (whether or not such rooms are contiguous), within the building erected on the *lot* at least one of which contains both a kitchenette and a washroom; and
 - (ii) A minimum of 220 square metres of outdoor *residential amenity space* shall be provided on the *lot* for use by residents of the *mixed-use building* in a maximum of two locations adjoining or directly accessible to indoor *residential amenity space* and further provided at least one such adjoining or directly accessible outdoor *residential amenity space* shall be at least 125 square metres in area;
- (k) the minimum number of *parking spaces* shall be:
- (i) Residents' Parking (Condominium and Rental):
 - 0.6 *parking space* for each *bachelor dwelling unit*;
 - 0.7 *parking space* for each *one-bedroom dwelling unit*;
 - 0.9 *parking space* for each *two bedroom dwelling unit*; and

1.0 *parking space* for each three or more *bedroom dwelling unit*;

- (ii) Visitors' Parking:
0.06 *parking space* for every dwelling unit contained therein;

A minimum of 10 *parking spaces* will be made available to the occupants of the replacement rental *dwelling units*;

- (l) if the calculation of the number of required *parking spaces* results in a number containing a fraction, the number must be rounded down to the nearest whole number, but in no case may there be less than one *parking space*;
 - (m) a minimum of one *loading space-type G* shall be provided for both residential and non-residential uses;
 - (n) a minimum of 75 *bicycle parking spaces- occupant* and a minimum of 14 *bicycle parking spaces - visitors* shall be provided and maintained on the *lot*. A minimum of 10 *bicycle parking spaces- occupant* will be made available to the occupants of the replacement rental *dwelling units*; and
 - (o) a minimum of 2 commercial bicycle parking spaces shall be provided and maintained on the *lot*.
5. For the purposes of this By-law, the terms set forth in italics, subject to Section 4(a) of this By-law, have the same meaning as such terms have for the purposes of *By-law 438-86*;
- (a) the following definitions shall apply:
 - (i) "*By-law 438-86*" means By-law 438-86, as amended, of the former City of Toronto being, "A By-law to regulate the use of land and the erection, use, bulk, height, spacing 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;
 - (ii) "*Grade*" means an elevation of 106.05 metres Canadian Geodetic Datum;
 - (iii) "*Height*" means the vertical distance between *grade* and the highest point of the building or structure;
 - (iv) "*Lot*" means the lands outlined by heavy lines on Map 1 attached to this By-law; and
 - (v) "*Rental Replacement Units*" means the ten (10) new Rental Dwelling Units in the Rental Replacement Portion of the Building comprised of three (3) New Affordable rental Replacement Units and seven (7) New Mid-range Rental Replacement Units and "*Rental Replacement Unit*" means any one of them;

each other word or expression, which is italicized in this By-law shall have the same meaning as each such word or expression as defined in *By-law 438-86*.

6. No person shall use any land or erect or use any building or structure on the *lot* unless the following municipal services are provided to the *lot* line and the following provisions are complied with:
 - (a) all new public roads have been constructed to a minimum base curb and base asphalt and are connected to an existing public highway; and
 - (b) all water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational.
7. Except as provided herein, the provisions of *By-law 438-86* shall continue to apply to the *lot*.

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Appendix 1**Section 37 Provisions**

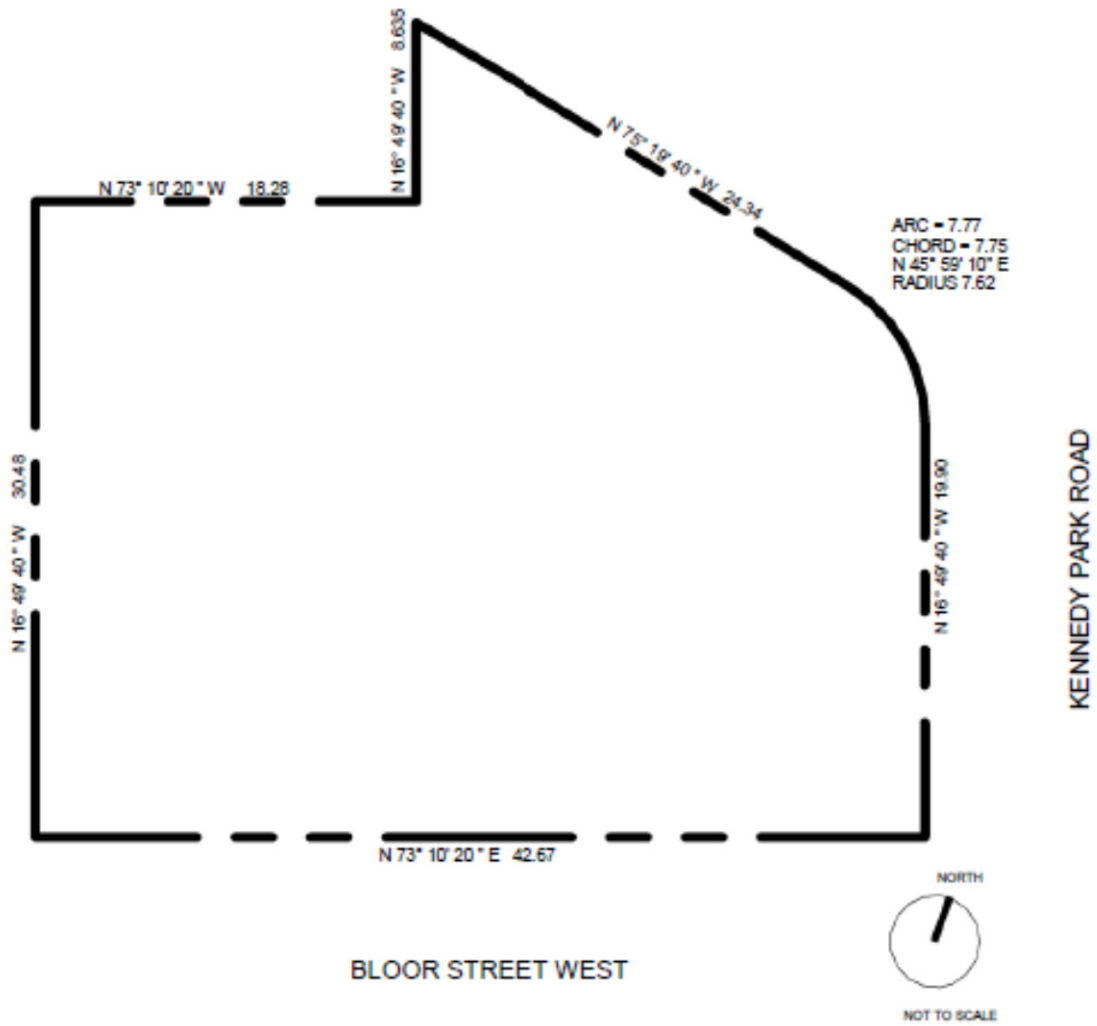
The facilities, services and matters set out herein are the matters required to be provided by the *owner* of the *lot* at its expense to the City in accordance with an agreement or agreements, pursuant to Section 37(3) of the *Planning Act*, in a form satisfactory to the City with conditions providing 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 provide and maintain not less than 10 new *Rental Replacement Units*, comprising 3 affordable rental *dwelling units* and 7 rental *dwelling units* with mid-range rents which units shall generally be of the same type and size as in the buildings existing on the lands known municipally in 2015 as 2800 Bloor Street West at the date of enactment of this by-law, to the satisfaction of the City's Chief Planner and Executive Director, City Planning Division, subject to the following:
 - (a) the 10 *Rental Replacement Units* shall be provided entirely on the *lot* or entirely on the lands known municipally in 2015 as 2800 Bloor Street West;
 - (b) the *Rental Replacement Units* shall be maintained as rental units for at least 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 *Rental Replacement Units* to be maintained as rental units;
 - (c) the 10 *Rental Replacement Units* shall be ready and available for occupancy no later than:
 - (i) If provided on the lands known municipally in 2015 as 2800 Bloor Street West, the date by which not more than 60 percent of the other *dwelling units* erected on the lands known municipally in 2015 as 2800 Bloor Street West are available and ready for occupancy; or
 - (ii) if provided on the *lot*, the date the first new *dwelling unit* erected on the lands known municipally in 2015 as 2800 Bloor Street West is available for occupancy;
 - (d) the *owner* shall provide and maintain affordable rents charged to the tenants who rent each of the 3 designated affordable *Rental Replacement 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, and, upon turn-over, the rent charged to any new tenant shall not exceed the greater of the most recently charged rent or the most recently reported Rental Market Report average rent for the City of Toronto by unit type and over the course of the 10 year period, annual increases shall not exceed the Provincial rent guideline and, if applicable, permitted above guideline increases;

- (e) the *owner* shall provide and maintain rents no greater than mid-range rents charged to the tenants who rent the 7 designated mid-range *Rental Replacement Units* on the same basis as in (d) 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 an affordable *Rental Replacement Units* or a mid-range *Rental Replacement Unit* at the end of the 10 year period set forth in (d) shall be subject only to annual increases which 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 rental tenure period set forth in (b) with a phase-in period of at least three years for rent increases;
 - (g) rents charged to tenants newly occupying a *Rental Replacement Unit* after the completion of the 10 year period set forth in (d) will not be subject to restrictions by the City of Toronto under the terms of the Section 37 Agreement that is required in 2 below; and
 - (h) the *owner* of the *lot* provides the City with a letter of credit in the amount of One Million, Five Hundred Thousand Dollars (\$1,500,000) to the satisfaction of the City Solicitor, prior to the issuance of any demolition permit or building permit for the *lot* or the lands known municipally in 2015 as 2800 Bloor Street West, to be indexed annually 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 to the date of payment of the sum by the *owner* to the City, to secure the provision of the 10 replacement rental *dwelling units* on the *lot* provided such units have not yet been provided on the lands known municipally in 2015 as 2800 Bloor Street West such that they are ready and available for occupancy.
2. The *owner* of the *lot* enters into and registers on title to the *lot* and on title to the lands known municipally in 2015 as 2800 Bloor Street West one or more agreements with the City pursuant to Section 37 of the *Planning Act*, to the satisfaction of the City Solicitor, in consultation with the Chief Planner and Executive Director, City Planning Division, to secure the facilities, services and matters set forth in this Appendix 1.

Map 1

BOUNDARY INFORMATION IS BASED ON BOUNDARY AND TOPOGRAPHIC SURVEY OF LOTS 9, 10 AND PARTS OF LOTS 11 & 27. REGISTERED PLAN M-501 CITY OF TORONTO SURVEY COMPILED BY LAND SURVEY GROUP (26 SEPTEMBER 2011).



Map 2

BUILDING HEIGHT IN METRES, MEASURED FROM GRADE (106.05 m)

