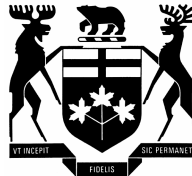


ISSUE DATE:

August 6, 2010



Ontario

Ontario Municipal Board

Commission des affaires municipales de l'Ontario

PL990139

PL990621

PL001235

PL030412

The Yonge Street Area Ratepayer's Association, Eminent Construction Limited, Sun Life Assurance Company of Canada and others have appealed to the Ontario Municipal Board under subsection 17(24) of the *Planning Act*, R.S.O. 1990, c.P.13, as amended from a decision of the Minister of Municipal Affairs and Housing to approve certain sections and to not make a decision on certain other sections, of Proposed Amendment No. 447 to the North York Official Plan, it being the North York Secondary Plan, now in the City of Toronto

OMB Case No. PL990139 (All appeals except Appeal No. 6)

OMB File No. O990032

Ministry File No. 20-OP-4000-447

Kenneth-Sheppard Limited has appealed to the Ontario Municipal Board under subsection 22(7) of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, from Council's refusal or neglect to enact a proposed amendment to the Official Plan of the City of Toronto (North York) to redesignate lands municipally known as 160 Greenfield Avenue, 150 Maplehurst Avenue & 120 Sheppard Avenue East from Downtown Residential-1 (DR-1) and Downtown Mixed Use-3 (DMU-3) to Mixed Use (MU)

OMB Case No. PL990621

OMB File No. O990110

Municipal File No. UDOP-99-05

Kenneth-Sheppard Limited has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, from Council's refusal or neglect to enact a proposed amendment to Zoning By-law 7625, as amended of the City of Toronto (North York) to rezone lands municipally known as 160 Greenfield Avenue, 150 Maplehurst Avenue & 120 Sheppard Avenue East from RM6, RM5, C6 and R4 to RM6 to permit a residential development consisting of three apartment buildings containing 385 units and to permit the R4 lands to be utilized only for access, landscaping, recreational space and circulation

OMB Case No. PL990621

OMB File No. Z000120

Municipal File No. UDZ-00-04

Kenneth-Sheppard Limited has appealed to the Ontario Municipal Board under subsection 17(24) of the *Planning Act*, R.S.O. 1990, c.P.13, as amended from a decision of the City of Toronto (North York) to approve Proposed Amendment No. 495 to the Official Plan for the City of Toronto (North York) to redesignate lands municipally known as 160 Greenfield Avenue, 150 Maplehurst Avenue & 120 Sheppard Avenue to limit the height of development allowable on the subject lands

OMB Case No. PL001235

OMB File No. O000250

The Ontario Municipal Board has received appeals under subsection 17(36) of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, from a decision of the Minister of Housing to approve in part, the new Official Plan for the City of Toronto, as adopted by By-law 1082-2002, to provide policy direction in the six municipalities of the former Metropolitan Toronto

OMB Case No. PL030412

OMB File No. O030129

MMAH File No. 20-OP-2002

B E F O R E:

S.W. LEE
EXECUTIVE VICE-CHAIR

) Friday, the 6th
)
) day of August 2010

THIS MATTER having previously been the subject of a number of pre-hearing conferences;

AND THE BOARD having approved substantial portions of the City of Toronto Official Plan pursuant to Order No. 1928 issued on July 6, 2006 and subsequently amended by a series of Decisions/Orders issued in 2006, 2007 and 2008;

AND THE BOARD having received submissions from the parties for the relief set out, on consent of the parties, below;

DECISION AND ORDER OF THE BOARD:

1. **THE BOARD ORDERS** that the appeals by the Metrontario Group and Kenneth-Sheppard Limited (Collectively, "KSL") bearing Board File Nos. PL990139, PL990621 and PL001235, marked as Item 13 on Attachment 4 to Decision/Order of the Board dated March 6, 2009, (collectively, the "Historic Appeals") are consolidated with the appeal by KSL bearing Board File No. O030129.
2. **THE BOARD ORDERS** that no formal Order is required granting the relief sought by KSL in the Historic Appeals by reason of the repeal of the Official Plan of the City of North York and by reason of the relief granted below.
3. **THE BOARD ORDERS** that the appeal by KSL is allowed and hereby modifies the Official Plan for the City of Toronto in accordance with Schedule "B" of Attachment "1" (the "Modification"), hereto.
4. **THE BOARD ORDERS** that the approval of the Modification satisfies Board Decision/Order No. 1414, issued on August 30, 2001 and Decision/Order No. 1736, issued on December 19, 2002, (collectively, the "Historic Appeals Decision") with respect to allowing an appeal for a site specific amendment to the Official Plan on the subject lands and the requirement of the Board to approve the amending instruments.
5. **THE BOARD ORDERS** that the Modification shall be deemed to constitute the "Proposed Official Plan" for the purpose of the agreement under section 37 of the Planning Act contemplated by the Historic Appeals Decision.
6. **THE BOARD ORDERS** that Zoning By-law 7625 of the City of North York is hereby amended in accordance with Schedule "C" of the Attachment hereto.

7. **THE BOARD ORDERS** that the agreement under section 37 of the Planning Act, attached as Attachment "1" hereto, is hereby approved.
8. **AND THE BOARD ORDERS** that Item 13, on Attachment "4" to Decision/Order of the Board dated March 6, 2009 is hereby removed.

The Board so Orders

SECRETARY

Attachment "1"

THIS AGREEMENT made this 28th day of November, 2008.

BETWEEN:

KENNETH-SHEPPARD LIMITED
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

CITY OF TORONTO
(hereinafter called the "City")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of certain lands and premises situated in the City of Toronto, in the Province of Ontario, municipally known as 160 Greenfield Avenue, 150 Maplehurst Avenue and 120 Sheppard Avenue East and more particularly described in Schedule "A" attached hereto (hereinafter called the "Site").

AND WHEREAS the Owner has applied for amendments to the Official Plan for the former City of North York and amendments to the Zoning By-law for the former City of North York in respect of the Site, such proposed amendments to include permission to increase the density and height for such lands beyond the density and height otherwise permitted by the City's Official Plan and Zoning By-law in respect of the Site.

AND WHEREAS the Owner has appealed Council's failure to enact the requested amendments to the Ontario Municipal Board.

AND WHEREAS the Council of the City or the Ontario Municipal Board on an appeal may, where requested by the parties, in a by-law enacted under section 34 of the *Planning Act*, and pursuant to section 37 of the *Planning Act*, authorize increases in the density and height of development not otherwise permitted by the by-law in return for the provision of such facilities, services and matters as are set out in the by-law.

AND WHEREAS the Owner has elected to provide certain facilities, services and matters in return for certain increases in density and height of development as set forth in the proposed zoning by-law amendment attached hereto as Schedule "C" (the "Proposed Zoning By-law Amendment").

AND WHEREAS the parties have requested and the Ontario Municipal Board has agreed to use its powers under section 37 of the *Planning Act*.

AND WHEREAS subsection 37(2) of the *Planning Act* requires that a by-law under subsection 37(1) may not be enacted unless the municipality has an Official Plan that contains provisions relating to the authorization of increases in height and density of development.

AND WHEREAS the proposed Official Plan Amendment attached hereto as Schedule "B" (the "Proposed Official Plan Amendment"), contains provisions relating to the authorization of increases in height and density of development.

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 density or height of development, the owner may be required to enter into one or more agreements with the municipality dealing with the facilities, services and matters.

AND WHEREAS the Ontario Municipal Board in a decision dated August 30, 2001 has required the Owner to enter into this Agreement to secure the provision of

certain facilities, services and matters in return for certain increases in density and height of development.

AND WHEREAS the RTA regulates the landlord and tenant relationship, provides for amongst other matters, the required compensation if a tenant receives notice of termination of a tenancy in order to demolish an existing rental unit, and the Owner has elected to provide benefits to the Eligible Tenants that are in addition to the requirements of the RTA, including extended notice of termination, additional compensation, regulated Rent and Rent increases, certain opportunities for tenants to return to the proposed development as part of the matters to be secured pursuant to subsection 37(3) of the *Planning Act*.

AND WHEREAS to this end, the Owner and the City agree to enter into this Agreement (hereinafter called the "Agreement").

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and for other valuable consideration, and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Owner and the City agree to and with each other as follows:

1. DEFINITIONS AND SCHEDULES

1.1 For the purposes of this Agreement, the term:

- (a) **"Amending By-laws"** means the Proposed Official Plan Amendment and the Proposed Zoning By-law Amendment substantially in the form and having the content attached hereto as Schedules "B" and "C", respectively;
- (b) **"Application to Court"** means an application for leave to appeal, an appeal, an application for judicial review, an application to quash pursuant to the *Municipal Act*, 2001, S.O. 2001, c.25, as amended or any successor legislation and includes an appeal(s) from an order in respect of any of these applications which are made to a Court;
- (c) **"Arbiter"** means those persons listed on Schedule "G" to this Agreement or a person appointed pursuant to subsection 3.8(2) of this Agreement;
- (d) **"Arbitrator"** means the person appointed pursuant to clause 3.31(6)(e) of this Agreement;
- (e) **"Arbitration Provider"** means an established and recognized organization listed in Schedule "G" or its successor which provides arbitrators and arbitration services;
- (f) **"Bicycle Storage Space"** means an area set aside and designed so as to accommodate the storage of bicycles and related equipment in individual cubicles for the exclusive use and access of residents of the buildings;
- (g) **"Building A", "Building B" and "Building C"** mean the buildings identified and referred to as Buildings A, B and C respectively on Schedule "RM6(118)" to the Proposed Zoning By-law Amendment attached hereto as Schedule "C";
- (h) **"Building Permit"** means a permit to construct any of the buildings permitted by the Amending By-laws pursuant to section 8 of the *Building Code Act*, S.O. 1992, c.23, as amended or any successor legislation;
- (i) **"Catastrophic Failure"** means the existence of a physical condition in all or part of one or more Existing Apartment Buildings, in respect of which remediation, repair or reconstruction is not warranted having regard to the nature, extent, cost, disruption and duration of such remediation, repair

and reconstruction and the time remaining before the end of the No Demolition Period;

- (j) **"City Notice"** means a notice in writing disputing that there has been a Catastrophic Failure and giving reasons for and particulars of that dispute together with a copy of all documents, including reports, upon which the City relies in making its dispute;
- (k) **"CMHC Rent"** means the average rent for private rental properties by unit type for the City of Toronto as reported annually by the Canada Mortgage and Housing Corporation in its Rental Market Survey;
- (l) **"Condominium Act"** means the *Condominium Act*, S.O., 1998, c.19, as amended or any successor legislation;
- (m) **"Condominium Building"** means a building which is governed by the *Condominium Act* because of the registration of a declaration and description in accordance with the *Condominium Act*;
- (n) **"Condominium Dwelling Unit"** means a dwelling unit situate in a Condominium Building;
- (o) **"Crystallization Date"** means the date on which the first Notice of Termination is given to an Eligible Tenant;
- (p) **"Decision"** means Decision/Order no. 1414 of the Ontario Municipal Board in file nos. PL 990621 and PL001235 issued on the Decision Date;
- (q) **"Decision Date"** means August 30, 2001;
- (r) **"Description"** means a description registered under the *Condominium Act*;
- (s) **"Dispute"** means a disagreement as to whether there has been a Catastrophic Failure which is triggered by the giving of the City Notice to the Owner's;
- (t) **"Eligible Tenant"** means a tenant of a Rental Dwelling Unit within the Existing Apartment Buildings who signed the lease for such Rental Dwelling Unit prior to March 1, 1999 and who is still in possession of the Rental Dwelling Unit on the date a Notice of Termination for demolition, in accordance with the RTA, is served;
- (u) **"Engineer's Report"** means a report from a professional engineer retained by the Owner at its expense that describes, at least, the physical condition of all or part of one or more Existing Apartment Buildings in respect of which the Owner's Notice was given, the nature, extent, cost, disruption and duration of any proposed remediation, repair and reconstruction in respect of the physical condition and the time remaining before the end of the No Demolition Period;
- (v) **"Existing Apartment Buildings"** means the existing apartment buildings with the municipal addresses of 160 Greenfield Avenue, 150 Maplehurst Avenue, and 120 Sheppard Avenue East, City of Toronto, which contain a total of one hundred and twenty-three (123) Rental Dwelling Units on the Decision Date including all systems, services, facilities, components and structural elements;
- (w) **"Existing Rental Dwelling Units"** means one hundred and twenty three (123) Rental Dwelling Units in total in the Existing Apartment Buildings on the Decision Date;

- (x) **"Final Approval of the Amending By-laws"** means the day upon which the Ontario Municipal Board issues an order approving or modifying and approving the Amending By-laws;
- (y) **"Final Seniority List"** means the Seniority List amended to reflect changes, if any, made by the Owner in response to evidence concerning the Initial Possession Date provided pursuant to subsection 3.22(1), elections to have a right of first refusal to occupy a different type of unit pursuant to subsection 3.22(5) and waivers pursuant to section 3.22(4) of this Agreement;
- (z) **"First Tenant"** means the first tenant who occupies any Rental Replacement Unit, other than a Returning Tenant;
- (aa) **"Guideline"** means the guideline defined in the RTA or its equivalent;
- (bb) **"Height"** means building height as defined in the Proposed Zoning By-law Amendment attached as Schedule "C" hereto;
- (cc) **"Initial Possession Date"** means the date an Eligible Tenant first occupied or was entitled to occupy a rental unit in an Existing Apartment Building or a Predecessor Apartment Building;
- (dd) **"New Dwelling Unit"** means any dwelling unit developed or constructed on the Site after the date of this Agreement;
- (ee) **"New Development"** means any development constructed on the Site after the date of this Agreement;
- (ff) **"New Multi-Residential Property Tax Class"** means the property tax class under the City's By-law No. 816-1998, as amended which applies to buildings in the new multi-residential property class in O. Reg. 282/98, as amended;
- (gg) **"No Demolition Period"** means the five (5) year period commencing on the Partial Order Date;
- (hh) **"Notice of Termination"** means a notice of termination of the tenancy that a landlord may give to a tenant if the landlord requires possession of a rental unit in order to demolish it, in accordance with section 50 of the RTA;
- (ii) **"Notice to Eligible Tenants"** means a written notice in the form and having the content of the notice set out in Schedule "F" that:
 - (a) advises of the type (one bedroom or two bedroom only) of the Rental Replacement Unit in the Rental Replacement Building which an Eligible Tenant has the right of first refusal to occupy, subject to and in accordance with this Agreement. Eligible Tenants in bachelor Rental Dwelling Units shall be considered to be and treated as occupants of one bedroom Rental Dwelling Units;
 - (b) advises that, subject to availability, an Eligible Tenant may choose to have the right of first refusal to occupy a Rental Replacement Unit that is of a different type than the Rental Dwelling Unit that the Eligible Tenant occupied on the Crystallization Date and warning that if an Eligible Tenant so chooses then he or she shall:
 - (i) be placed at the bottom of the Seniority List for that type of Rental Dwelling Unit; and

- (ii) forfeit his or her position on the Seniority List for the type of Rental Dwelling Unit he or she occupied on the Crystallization Date;
- (c) encloses a draft Seniority List and advises Eligible Tenants that they have thirty (30) days to provide documentary evidence to refute the Initial Possession Date shown on the draft Seniority List which evidence the Owner in its sole and absolute discretion may accept or reject and that failure to provide such evidence shall be deemed conclusively to be acceptance of the Initial Possession Date shown on the draft Seniority List;
- (d) advises Eligible Tenants that they must provide to the Owner the new mailing address for such tenant and any change in address and warns Eligible Tenants that failure to provide a new mailing address or change of address shall result in the Eligible Tenant having lost for all time any right to occupy a Rental Replacement Unit pursuant to this Agreement;
- (e) provides an estimate of the initial Rent for each type of Rental Replacement Unit; and
- (f) advises the Eligible Tenant that he or she has the right at any time to waive his or her right of first refusal to occupy a Rental Replacement Unit and warns such tenant that upon waiving that right he or she shall lose for all time any right to occupy a Rental Replacement Unit pursuant to this Agreement.
- (jj) **"Owner's Notice"** means a notice in writing setting out the particulars of the Catastrophic Failure and the reasons that remediation, repair or reconstruction is not warranted;
- (kk) **"Partial Order"** means Decision/Order No. 1736 of the Ontario Municipal Board in file nos. PL990621, PL001235, 0990110, 2000120 and 0000250 issued on the Partial Order Date;
- (ll) **"Partial Order Date"** means December 19, 2002;
- (mm) **"Pedestrian Walkway"** means a publicly-accessible pedestrian walkway at grade providing public access through the Site, such walkway to connect Greenfield Avenue or Maplehurst Avenue with the park dedication lands described in Schedule "D" attached hereto. The location, width and type of the Pedestrian Walkway shall be determined in a site plan under section 41 of the *Planning Act*;
- (nn) **"Permitted Base Development"** means New Development which does not exceed a total gross floor area of 14,000 m², a maximum of 175 dwelling units and complies with the following requirements:

	Maximum Permitted Gross Floor Area (m ²)	Maximum Number of Dwelling Units	Maximum Building Height
Building A	11,505	175	7 storeys, to a maximum of 22 m, whichever is lesser. The maximum height is shown on Schedule "RM6(118)" to the Proposed Zoning By-law Amendment attached hereto as Schedule "C".
Building B	5,000	63	4 storeys to a maximum of 11 m whichever is lesser. The maximum height is shown on Schedule "RM6(118)" to the Proposed Zoning By-

			law Amendment attached hereto as Schedule "C".
Building C	4,600	80	4 storeys to a maximum of 11 m whichever is lesser.

- (oo) "**Planning Act**" means the *Planning Act*, R.S.O. 1990, c.P13, as amended or any successor legislation;
- (pp) "**Predecessor Apartment Buildings**" means the former apartment buildings with the municipal addresses of 5, 6, 7, 8, 9, 10 and 11 Kenneth Avenue, and 100, 104 and 110 Sheppard Avenue East in the former Borough of North York;
- (qq) "**Ready for Occupancy Notice**" means a written notice in the form and content of the notice set out in Schedule "E" delivered to the Eligible Tenants setting out the earliest date upon which Rental Replacement Units in the Rental Replacement Building will be ready for occupancy;
- (rr) "**Recreational Space**" means an area set aside for social and/or recreational purposes, which is common to all occupants of a building;
- (ss) "**Rent**" means "rent" as defined in the RTA and shall include charges for heat, hydro and water but not parking and cable television. If heat, hydro and/or water are not provided by the Owner of the Rental Replacement Building, then the Rent will be adjusted downward using objective cost data for the City of Toronto;
- (tt) "**Rent Subsidy Period**" means the ten (10) year period beginning with the first occupancy of any Rental Replacement Unit in the Rental Replacement Building;
- (uu) "**Rental Dwelling Unit**" means a dwelling unit which is rented or available for rent pursuant to the RTA;
- (vv) "**Rental Replacement Building**" means Building "C" to be erected on the Site which will contain the Rental Replacement Units in accordance with the terms of this Agreement;
- (ww) "**Rental Replacement Period**" means the twenty (20) year period commencing on the date of the first occupancy of any Rental Replacement Unit in the Rental Replacement Building;
- (xx) "**Rental Replacement Unit**" means a Rental Dwelling Unit in the Rental Replacement Building;
- (yy) "**Returning Tenant**" means an Eligible Tenant who enters into a tenancy agreement for a Rental Replacement Unit;
- (zz) "**RTA**" means the *Residential Tenancies Act*, 2006, S.O. 2006, c.17 as amended or any successor legislation;
- (aaa) "**Selected Unit**" means a Rental Replacement Unit assigned to an Eligible Tenant in accordance with the process described in subsection 3.26(3) of this Agreement;
- (bbb) "**Seniority**" means seniority determined by ordering the Eligible Tenants based on length of continuous tenure in a Rental Dwelling Unit in the Predecessor Apartment Buildings and the Existing Apartment Buildings computed from their respective Initial Possession Dates. Where an Eligible Tenant has occupied more than one Rental Dwelling Unit in the Predecessor Apartment Buildings and the Existing Apartment Buildings seniority shall be based on sum of the length of tenure in each Rental Dwelling Unit occupied by the Eligible Tenant provided the Eligible

Tenant provides reasonable proof of actual occupancy of each of the Rental Dwelling Units if not revealed by records in the Owner's possession;

- (ccc) **"Seniority List"** means a list prepared by the Owner that includes the name, unit number, unit type and Initial Possession Date of Eligible Tenants listed by unit type (one or two bedroom Rental Dwelling Units only, based on the type of unit occupied by each Eligible Tenant at the Crystallization Date) in order of seniority from the Eligible Tenant with the most Seniority to the Eligible Tenant with the least Seniority. For the purpose of the Seniority List and the entitlement to the right of first refusal to occupy a Rental Replacement Unit, Eligible Tenants in bachelor Rental Dwelling Units shall be considered to be and treated as occupants of one bedroom Rental Dwelling Units;
- (ddd) **"Site"** means the lands described in Schedule "A";
- (eee) **"Social and/or recreational purposes"** include indoor or outdoor space, such as playgrounds, tennis courts, lawn bowling greens, indoor or outdoor swimming pools, exercise or entertainment rooms, change rooms, library space, meeting or party rooms and other similar uses;
- (fff) **"Tenancy Agreement Clauses"** means the clauses which are to form part of any tenancy agreement between the Owner and a tenant entered into during the Rent Subsidy Period and which are attached hereto as Schedule "F";
- (ggg) **"Total Permitted Development"** means the Permitted Base Development plus the additional development permitted by the Increased Height and Density provisions contained in subsections (v), (w), (x), (y) and (z) of Exception 64.20-A (118) RM6 (118) of the Proposed Zoning By-law Amendment attached hereto as Schedule "C"; and
- (hhh) **"Vacancy Decontrol"** means the right of a landlord to charge a new tenant of a Rental Dwelling Unit such rent as the landlord and tenant may agree, as applied under section 113 of the RTA or an equivalent concept in any amendment to, or successor to that Act.

1.2 The following Schedules form part of this Agreement:

Schedule "A" - Legal Description of Site
Schedule "B" - Proposed Official Plan Amendment
Schedule "C" - Proposed Zoning By-law Amendment
Schedule "D" - Park Dedication Lands
Schedule "E" - Notice to Eligible Tenants
Schedule "F" - Tenancy Agreement Clauses
Schedule "G" - List of Arbitration Providers
Schedule "H" - Ready for Occupancy Notice

2. PARK RELATED MATTERS

2.1 Prior to the issuance of a Building Permit for construction on the Site which would result in New Development on the Site exceeding the Permitted Base Development, the Owner covenants and agrees to convey to the City:

- (a) 629 m², described as the northerly portion of Part 31 on Plan 66R-13018, being lands conveyed for 5% parks conveyance purposes pursuant to section 42 of the *Planning Act*; and
- (b) 1,260 m², described as Parts 22, 24, 30 and a portion of the southerly portion of 31 on Plan 66R-13018; and
- (c) 150 m², described as the balance of the southerly portion of Part 31 on Plan 66R-13018;

all of which lands are more particularly described on Schedule "D" attached hereto.

2.2 Following the completion of the conveyances referred to in section 2.1 above, the Owner shall be entitled to utilize the Total Permitted Development on the Site.

2.3 The Owner shall provide and allow access to a Pedestrian Walkway within one year of the completion of those portions of the New Development on and abutting the lands on which the Pedestrian Walkway is to be located. The final location and design of the Pedestrian Walkway shall be determined at the time of site plan approval of the New Development proposed for the portion of the Site chosen by the Owner for the location of the Pedestrian Walkway. The Owner shall provide that the Pedestrian Walkway shall be open and accessible to the public daily between the hours of 6:00 a.m. and 9:00 p.m. The City shall be responsible at its own expense for maintaining public liability and public damage insurance on the Pedestrian Walkway under which the Owner is a named insured.

2.4 If the Owner is in breach of its obligations to convey the lands in accordance with section 2.1, or to provide the Pedestrian Walkway as required in section 2.3, the City's Chief Building Official may, after written notice has been given to the Owner of the alleged breach, and the Owner has been given a reasonable period to remedy same, refuse to issue any further building or demolition permits with respect to the Site, until the breach has been remedied to his or her satisfaction, acting reasonably.

3. RENTAL HOUSING RELATED MATTERS

3.1 The parties hereto acknowledge and agree that the Site is currently developed with three Existing Apartment Buildings and may be redeveloped in one or more phases.

3.2 The Owner shall replace the Existing Rental Dwelling Units by a combination of cash-in-lieu in accordance with section 3.9 of this Agreement and on Site Rental Replacement Units in accordance with section 3.15 of this Agreement.

3.3 The Owner agrees that none of the Existing Apartment Buildings on the Site shall be demolished during the No Demolition Period. Notwithstanding this provision, nothing in this Agreement shall prevent during the No Demolition Period:

- (1) the demolition of one or more of the Existing Apartment Buildings in the event of a Catastrophic Failure in respect of such building;
- (2) an application for a demolition permit being made, provided that if a demolition permit is issued, demolition shall not be commenced within the No Demolition Period; or
- (3) the giving of Notices of Termination for purposes of demolition, provided the termination date set out in any such notice is not within the No Demolition Period.

3.4 Nothing in this Agreement shall be construed as preventing the Owner from demolishing the Existing Apartment Buildings at the end of the No Demolition Period.

3.5 If the Owner believes that that there has been a Catastrophic Failure then the Owner shall:

- (a) deliver the Owner's Notice and two copies of the Engineer's Report to the City's Commissioner of Urban Development Services or equivalent City official; and
- (b) deliver the Owner's Notice and a notice in writing advising that a copy of the Owner's Notice and the Engineer's Report are available for review through the City's Commissioner of Urban Development Services or equivalent City official to the tenants of the Rental Dwelling Units in the Existing Apartment Building in respect of which the Owner claims there has been a Catastrophic Failure by any means of delivery permitted by the

RTA or, where such delivery cannot be made, by advertisement for three (3) consecutive days in the Toronto Star.

3.6 The City shall advise the Owner in writing within sixty (60) days of the delivery of the Owner's Notice whether or not the City agrees there has been a Catastrophic Failure.

3.7 If the City:

- (1) fails to give the City Notice within the time prescribed in section 3.6, then the City shall be conclusively deemed to have agreed there has been a Catastrophic Failure and the provisions of subsection 3.3(1) shall apply; or
- (2) disputes that there has been a Catastrophic Failure, then the City shall give the City Notice within the time prescribed in section 3.6.

3.8 If the City Notice is given within the time prescribed in section 3.6, the Dispute shall be resolved by an Arbitrator in the manner hereafter described:

- (1) the Owner and the City agree that each of the persons listed in Schedule "G" are suitable to act as Arbitrator and that each of the Arbitration Providers listed in Schedule "G" are acceptable for the purpose mentioned in subsection (2);
- (2) the Owner, within five (5) days of the delivery of the City Notice, shall contact the Arbitrators and the first Arbitrator who is available to resolve the Dispute within the time limits specified in this Agreement shall be selected as Arbitrator and such person shall be deemed conclusively to be acceptable to the Owner and the City. If none of the persons listed on Schedule "G" are available, then the Owner shall contact one of the Arbitration Providers which shall appoint an Arbitrator who is available to resolve the Dispute within the time limits specified in this Agreement and such person shall be deemed conclusively to be acceptable to the Owner and the City;
- (3) the Arbitrator:
 - (a) shall be given the Owner's Notice, the Engineer's Report and the City Notice;
 - (b) may be given additional material, in addition to the documents described in clause (a), even if such material was not mentioned in or part of the Owner's Notice or the City Notice but provided such material is immediately delivered by the City or the Owner to the other;
 - (c) may determine the Dispute by such procedure as the Arbitrator in his or her sole discretion considers appropriate. It is acknowledged and agreed by the Owner and the City that such procedure may not necessarily involve a formal hearing;
 - (d) may inspect the Existing Apartment Building that is the subject of the Dispute and where possible shall be permitted access to it by the Owner;
 - (e) may conduct such tests, make such inquiries, inspect such documents and do such things as the Arbitrator considers necessary or desirable for the purpose of determining the Dispute and the Owner and City shall co-operate fully and unreservedly with the Arbitrator in respect of such tests, inquiries, inspections and things; and
 - (f) shall render a decision in writing with or without reasons that states whether there has or has not been a Catastrophic Failure as

soon as practicable after the Dispute has been referred to the Arbiter and, in any event, no later than thirty (30) days after the Dispute has been so referred, provided failure to render a decision within the time specified shall not vitiate any decision rendered after the time limit has expired.

- (4) the determination of the Arbiter is final and binding on the Owner and the City and shall not be subject to appeal or review;
- (5) if the Arbiter determines that:
 - (a) there has been a Catastrophic Failure then the provisions of subsection 3.3(1) shall apply; and
 - (b) there has not been a Catastrophic Failure, then, as amended, section 3.3 shall continue to apply;
- (6) the Owner shall be solely responsible for the fees and disbursements, including GST, of the Arbiter. The Owner and the City shall each be responsible for all of their own costs incurred in respect of the resolution of the Dispute; and
- (7) the Owner and the City shall take no action and shall refrain from taking any action that is contrary to the decision of the Arbiter in any way whatsoever.

3.9 The City agrees that no by-law passed under the authority of section 111 of the *City of Toronto Act, 2006* or any successor legislation shall apply to prevent the demolition of the Existing Apartment Buildings. On that basis, the Owner covenants and agrees to pay to the City the sum of nine hundred and eighty thousand dollars (\$980,000) to be deposited into the City's Capital Leverage Fund by delivering to the City's Chief Financial Officer and Treasurer or the equivalent City Official cash or a certified cheque drawn on a Canadian Chartered Bank in the amount of nine hundred and eighty thousand dollars (\$980,000), no later than five business days after this Agreement is executed by the Owner and the City. The City shall have the right, in its sole discretion, to waive the Owner's obligation to make the said payment in the event that, prior to the date on which the Owner's payment under this section is due,

- (a) the City gives written confirmation to the Owner of its willingness to waive such obligation in the event that the Owner or any person related to the Owner, makes a charitable donation of at least nine hundred and eighty thousand dollars (\$980,000) to an approved recipient of the City's Let's Build fund; and
- (b) such charitable donation is made.

It is acknowledged and agreed that the amount of nine hundred and eighty thousand dollars (\$980,000) was determined based on a payment of twenty-thousand dollars (\$20,000) per unit in lieu of replacing forty-nine (49) affordable Rental Dwelling Units on the Site.

3.10 If for whatever reason Final Approval of the Amending By-laws is not obtained or if as a result of an appeal or review by the Courts or the Ontario Municipal Board the Final Approval of the Amending By-laws is rescinded and/or the Amending By-laws are materially altered the City shall pay by certified cheque the nine hundred and eighty thousand dollars (\$980,000) to the Owner with interest at the ninety (90) day Government of Canada Treasury Bill rate, compounded quarterly.

3.11 The Owner agrees to provide Eligible Tenants with the following benefits:

- (1) monetary assistance shall be made by cheque in the following amounts and manner:

- (a) one thousand dollars (\$1,000) upon delivery of a Notice of Termination, which payment is applicable to the first Notice of Termination delivered to an Eligible Tenant only, and is not applicable to any subsequent Notice of Termination which may be delivered to the same Eligible Tenant;
 - (b) any monetary compensation required pursuant to the RTA plus the product obtained when the Rent (inclusive, where applicable, of the separate charge for parking only) charged to an Eligible Tenant for the last month of occupancy is multiplied by two. Such compensation shall be paid only upon the Eligible Tenant vacating his or her Rental Dwelling Unit in the Existing Apartment Building by removing all of the furniture, goods and possessions of the Eligible Tenant and occupants and turning over all keys to the Rental Dwelling Unit;
 - (c) only one of each of the payments required by clauses (a) and (b) shall be made in respect of a Rental Dwelling Unit in an Existing Apartment Building regardless of the number of Eligible Tenants or other persons occupying the Rental Dwelling Unit; and
 - (d) where more than one Eligible Tenant occupies a Rental Dwelling Unit in an Existing Apartment Building the cheque for the payments required by clauses (a) and (b) shall be made to the Eligible Tenants jointly.
- (2) the entitlement to a right of first refusal to occupy a Rental Replacement Unit in the Rental Replacement Building, subject to and in accordance with sections 3.18 to 3.28, inclusive of this Agreement;
 - (3) the date for termination specified in any Notice of Termination delivered to an Eligible Tenant shall be at least one hundred and eighty (180) days after such notice is given in the case of the first Notice of Termination, and at least one hundred and twenty (120) days for any subsequent Notice of Termination delivered to the same Eligible Tenant; and
 - (4) regulated initial Rent and Rent increases and decreases in accordance with sections 3.29 to 3.32, inclusive of this Agreement.

3.12 The Owner shall give the Eligible Tenants a notice in writing of any change in the Owner's address within five (5) business days of the change. Such notice shall be sent by prepaid regular mail at the mailing address provided by the Eligible Tenant.

3.13 It is acknowledged and agreed that sections 3.11 to 3.32 inclusive of this Agreement constitute the complete tenant assistance package for Eligible Tenants.

3.14 Any tenant of a Rental Dwelling Unit in an Existing Apartment Building who is not an Eligible Tenant shall not be entitled to the benefits described in sections 3.11 to 3.32, inclusive of this Agreement and shall be entitled to only such notice and compensation as are provided for under the RTA.

3.15 Subject to the provisions of this Agreement, the Owner covenants and agrees to construct (or cause the construction of), provide and maintain on the Site, a minimum of seventy-four (74) Rental Replacement Units in the Rental Replacement Building in accordance with the Amending By-laws, as they may be amended from time to time, and shall be of the following mix of unit types having the following minimum unit sizes:

Unit Type	Number of Units	Minimum Unit Size
One bedroom	47	46 sq. m.
Two bedroom	27	68 sq. m.

3.16 Notwithstanding section 3.15, the actual distribution of unit type may vary by up to three units in each category, depending on the design of the Rental Replacement

Building and the layout of the floors, provided that the total number of Rental Replacement Units shall not be less than seventy-four (74).

3.17 The Owner shall not be entitled to obtain an occupancy permit permitting the occupancy of any New Dwelling Units on the Site, excluding any Rental Replacement Units, until it obtains an occupancy permit for seventy-four (74) dwelling units, which, the Owner covenants and agrees shall become and be maintained as Rental Replacement Units in the Rental Replacement Building during the Rental Replacement Period.

3.18 Subject to subsection 3.22(5), a Rental Replacement Unit shall be comparable in type to the Rental Dwelling Unit (i.e., one bedroom or two bedroom) occupied by the Eligible Tenant in the Existing Apartment Building on the Crystallization Date. It is acknowledged and agreed that:

- (1) there may be no bachelor units in the Rental Replacement Building, in which case Eligible Tenants who occupied bachelor units shall have a right of first refusal to occupy a one bedroom Rental Replacement Unit; and
- (2) the Rental Replacement Units may be smaller and different in other aspects, such as being located on a different floor and/or having a different layout and/or view, from the Rental Dwelling Unit occupied by the Eligible Tenant on the Crystallization Date.

3.19 The entitlement to a right of first refusal to occupy a Rental Replacement Unit shall be governed by subsections 3.19 to 3.28, inclusive of this Agreement.

3.20 Eligible Tenants only are entitled to a right of first refusal to occupy a Rental Replacement Unit. Where two or more Eligible Tenants together occupy a Rental Dwelling Unit in an Existing Apartment Building, all such Eligible Tenants shall jointly share the right of first refusal to occupy one Rental Replacement Unit.

3.21 It is acknowledged and agreed that the total number of Rental Replacement Units that the Owner is required to provide is less than the number of Rental Dwelling Units within the Existing Apartment Buildings such that the Owner may not be able to and shall not be required to provide a Rental Replacement Unit to every Eligible Tenant. Instead the Rental Replacement Units shall be offered on the basis of Seniority in accordance with the Final Seniority List.

3.22 On the Crystallization Date, the Owner shall also deliver to the Eligible Tenants the Notice to Eligible Tenants and:

- (1) any Eligible Tenant who wishes to dispute his or her Initial Possession Date shown on the draft Seniority List shall, within thirty (30) days from the date of delivery of the Notice to Eligible Tenants, provide documentary evidence to the Owner to refute the Initial Possession Date. The Owner in its sole and absolute discretion may accept or reject such evidence and amend or not amend the draft Seniority List. Any Eligible Tenant who fails to dispute his or her Initial Possession Date or fails to provide such evidence within time shall be deemed conclusively to have accepted the Initial Possession Date shown on the draft Seniority List;
- (2) on or before vacating his or her Rental Dwelling Unit in the Existing Apartment Building, every Eligible Tenant shall provide to the Owner his or her new mailing address and thereafter notify the Owner of any change of that address;
- (3) it is agreed and understood that despite the estimated initial Rent set out in the Notice to Eligible Tenants, the initial Rent on the date a Rental Replacement Unit is occupied may be higher than the estimated initial Rent set out in the Notice to Eligible Tenants;
- (4) an Eligible Tenant at any time may in writing waive his or her right of first refusal to occupy a Rental Replacement Unit. Upon receipt of such

waiver, the name of any such Eligible Tenant shall be removed from the Final Seniority List and he or she shall no longer have any right of first refusal to occupy a Rental Replacement Unit; and

- (5) an Eligible Tenant within the time specified in subsection (1) may elect to have a right of first refusal to occupy a Rental Replacement Unit of a different type than the Rental Dwelling Unit he or she occupied on the Crystallization Date. If an Eligible Tenant chooses the right of first refusal to occupy a Rental Replacement Unit that is of a different type than the Eligible Tenant occupied on the Crystallization Date, then such Eligible Tenant shall be placed on the Final Seniority List for that type of unit after the Eligible Tenant with the least Seniority for that type of unit and such Eligible Tenant shall be removed from the Final Seniority List for the type of Rental Dwelling Unit he or she occupied on the Crystallization Date.

3.23 Within fifteen (15) days after the expiry of the date set out in subsection 3.22(1), the Owner shall deliver a Final Seniority List to all Eligible Tenants who have not delivered a waiver pursuant to subsection 3.22(4). It is understood and agreed that except for waivers pursuant to subsection 3.22(4), the Final Seniority List is final and shall not be amended further.

3.24 The Owner shall within the time specified in subsection 3.26(1) send to all Eligible Tenants who remain on the Final Seniority List a Ready for Occupancy Notice by prepaid registered mail to the last mailing address provided by the Eligible Tenant in accordance with subsection 3.22(2). If there is a dispute between the Owner and an Eligible Tenant concerning delivery of the Ready for Occupancy Notice, a notification from Canada Post of receipt by it of the Ready for Occupancy Notices shall constitute conclusive evidence of compliance by the Owner with this section.

3.25 In the Ready for Occupancy Notice the Owner shall:

- (1) provide floor plans including the layout of the Rental Replacement Units and their location in the Rental Replacement Building for the type of unit that the Eligible Tenant either occupied on the Crystallization Date or selected pursuant to subsection 3.22(5);
- (2) provide a further estimate of the initial Rent for such unit type. The Ready for Occupancy Notice shall contain a warning that the estimated initial Rent set out in the notice is subject to further adjustment under this Agreement such that the Rent charged to an Eligible Tenant first occupying a Rental Replacement Unit may be higher than the estimated Rent set out in the Ready for Occupancy Notice and such Rent will be subject to rent increases in accordance with this Agreement; and
- (3) specify the process in accordance with section 3.26 of this Agreement by which Eligible Tenants may exercise their right of first refusal to occupy a Rental Replacement Unit.

3.26 This section sets out the process by which Eligible Tenants may exercise their right of first refusal to occupy a Rental Replacement Unit:

- (1) the Owner, at least one hundred and fifty (150) days before the Rental Replacement Building is ready for occupancy, shall send the Ready for Occupancy Notice to all Eligible Tenants who remain on the Final Seniority List;
- (2) an Eligible Tenant who wishes to occupy a Rental Replacement Unit shall complete the Ready for Occupancy Notice and return it to the Owner at the address specified in the notice no later than thirty (30) days after the Ready for Occupancy Notice was sent;
- (3) following the date set out in subsection (2), the Owner shall assign Rental Replacement Units to those Eligible Tenants who returned the Ready for

Occupancy Notice by the date set out in subsection (2) in accordance with the Final Seniority List. If, by reason of an Eligible Tenant's Seniority, he or she cannot be assigned his or her choice of Rental Replacement Unit, then if there remain available Rental Replacement Units of the type chosen by the Eligible Tenant, the Owner shall assign to the Eligible Tenant the next available Rental Replacement Unit of that type. If no Rental Replacement Units of that type remain, the Eligible Tenant shall be offered another type of Rental Replacement Unit in the Rental Replacement Building. If no Rental Replacement Units of any type are available in the Rental Replacement Building or if the Eligible Tenant refuses the alternate Rental Replacement Unit, then the Eligible Tenant shall remain on the Final Seniority List and shall be offered any Rental Replacement Units regardless of type that become available before the end of the right of first refusal process as set out in subsection (5) following which the Eligible Tenant shall lose for all time his or her right of first refusal to occupy a Rental Replacement Unit in the Rental Replacement Building;

- (4) at least ninety (90) days before the Rental Replacement Building is ready for occupancy, the Owner shall send written notification to the Eligible Tenants to:
- (a) notify the Eligible Tenants in writing of the Selected Unit and the Rent for the Selected Unit;
 - (b) warn the Eligible Tenant that the Rent set out in the notification is subject to further adjustment under this Agreement such that the Rent charged may be higher than the Rent set out in the notification;
 - (c) advise of the location to which the Eligible Tenant must attend during usual business hours to execute a tenancy agreement (containing the Tenancy Agreement Clauses) for the Selected Unit, and to provide cheques in payment of the first and last months' Rent for the Selected Unit. The City acknowledges and agrees nothing in this Agreement or Schedule "F" shall prohibit the Owner from requiring a tenant to execute a tenancy agreement containing clauses in addition to those set out in Schedule "F", provided such clauses are not inconsistent with this Agreement and Schedule "F";
 - (d) advise the deadline for executing the tenancy agreement (which deadline shall be at least twenty-one (21) days after the date on which the notification referred to in this subsection (4) was sent, and shall not be less than sixty (60) days before the Rental Replacement Building is ready for occupancy); and
 - (e) set out the latest date to which the Eligible Tenant can delay the commencement of occupancy of the Selected Unit (which delay shall not exceed thirty (30) days);

and

- (5) it is understood and agreed that subsection (4), above marks the conclusion of the right of first refusal process and that no Eligible Tenant shall have any further rights to occupy a Rental Replacement Unit at the end of the time period in subsection (4) for executing the tenancy agreement. If, at the conclusion of the right of first refusal process there are Rental Replacement Units remaining, then the Owner may offer these units for occupancy to the public subject to the provisions of this Agreement concerning the Rent charged for such units.

3.27 If an Eligible Tenant:

- (1)
 - (a) fails to provide the new mailing address or the change of address required in subsection 3.22(2);
 - (b) fails to receive the Ready for Occupancy Notice despite the Owner's compliance with subsection 3.24;
 - (c) fails to return the Ready for Occupancy Notice within the time specified in subsection 3.26(2);
 - (d) fails to attend and execute a tenancy agreement contrary to clauses 3.26(4)(c) and (d) or fails to occupy the Selected Unit on the date specified in the tenancy agreement; or
 - (e) waives his or her right of first refusal to occupy a Rental Replacement Unit

then the Eligible Tenant shall have lost for all time any right to occupy a Rental Replacement Unit in the Rental Replacement Building pursuant to this Agreement.

3.28 It is understood and agreed that:

- (1) the right of an Eligible Tenant to occupy a Rental Replacement Unit under this Agreement and the Decision is a personal right of the Eligible Tenant which may not be assigned and the Owner may refuse a request to sublet or assign the Rental Replacement Unit. Any such refusal shall be conclusively deemed to be reasonable and not arbitrary within the meaning of section 95 or 97, as the case may be, of the RTA; and
- (2) where the Owner refuses permission to assign or sublet, the Eligible Tenant may give the Owner a notice of termination pursuant to subsection 96(1) of the RTA. If the Eligible Tenant gives such notice, the termination date shall be at least thirty (30) days from the date of giving notice.

3.29 If the RTA does not apply to the Rent for the Rental Replacement Units, then the Rent for the Rental Replacement Units shall be established and increased or decreased during the Rent Subsidy Period in accordance with the following:

- (1) the Rent to be charged to Returning Tenants and to First Tenants of each Rental Replacement Unit shall be equal to the CMHC Rent for the same unit type as the Rental Replacement Unit in question for the calendar year prior to the year each such unit is first occupied, escalated by Guideline for the year each such unit is first occupied;
- (2) if during the Rent Subsidy Period, a Rental Replacement Unit becomes vacant and is re-rented to a new tenant, the initial Rent for such new tenant shall be equal to the CMHC Rent for the same unit type as the Rental Replacement Unit in question for the calendar year prior to the year such unit is first occupied by the new tenant, escalated by Guideline for the year each such unit is first occupied by the new tenant;
- (3) if, after the end of the Rent Subsidy Period, a Rental Replacement Unit becomes vacant and is re-rented, then Vacancy Decontrol shall apply if permitted under applicable provincial legislation and if Vacancy Decontrol does not apply, then the Rent upon the re-letting of the Rental Replacement Unit shall be established in accordance with applicable provincial legislation without any reference to this Agreement;

- (4) subject to subsection (2), after the first year of occupancy of a Rental Replacement Unit, Rents for such units may be escalated annually by Guideline or by an amount above Guideline in accordance with section 3.31 of this Agreement during the Rent Subsidy Period;
- (5) the rent for each tenant occupying a Rental Replacement Unit at the end of the Rent Subsidy Period may be escalated annually by Guideline or by an amount above Guideline in accordance with section 3.31 of this Agreement, until such tenant vacates the unit; and
- (6) property tax decreases during the Rent Subsidy Period shall be passed on to the tenants of the Rental Replacement Units in accordance with section 3.32 of this Agreement.

If the RTA applies to the Rent for the Rental Replacement Units, then the Rent for the Rental Replacement Units shall be established and increased or decreased during the Rent Subsidy Period in accordance with that Act.

3.30 It is acknowledged and understood that during the Rent Subsidy Period the Rental Replacement Building may not be subject to rent regulation or control under the RTA. If during the Rent Subsidy Period the Rental Replacement Building:

- (1) is or becomes subject to rent regulation or control, then any above Guideline increase shall only be taken in accordance with the RTA; or
- (2) is not subject to rent regulation under the RTA, then any above Guideline increase shall only be taken in accordance with section 3.31 of this Agreement.

3.31 This section outlines the process for taking above Guideline Rent increases for Rental Replacement Units during the Rent Subsidy Period where subsection 3.30(2) applies:

- (1) such increases may only be taken with the frequency permitted and upon the notice prescribed by the RTA;
- (2) an above Guideline rent increase may be taken based on one or more of the grounds set out in subsection 126(1) of the RTA;
- (3) the provisions of the RTA shall be conclusively deemed to apply to the calculation of such an increase;
- (4) the Owner shall retain at its own expense a qualified rent review consultant (the "First Consultant") to prepare a report (the "Report") together with supporting documentation setting out the justified above Guideline Rent increase (the "Proposed Rent Increase") as if the Owner were making an application under section 126 of the RTA;
- (5) ninety (90) days before the intended first effective date of the Proposed Rent Increase, the Owner shall notify in writing the tenants of every Rental Dwelling Unit in respect of which the Proposed Rent Increase is to be taken of the Proposed Rent Increase, the location and times at which the Report may be inspected and the reasonable charge for copying the Report and the tenant's right to dispute the Proposed Rent Increase in accordance with the provisions of this Agreement;
- (6) any tenant may dispute the Proposed Rent Increase by providing written notice to the Owner no later than thirty (30) days after notice was given by the Owner under subsection (5). If less than sixty (60) percent of the tenants affected by the Proposed Rent Increase give such notice, then all tenants affected by the Proposed Rent Increase shall be deemed conclusively to have accepted the Proposed Rent Increase and the Owner may charge the increase in accordance with the RTA. If sixty (60) percent

or more of affected tenants give notice within the time limit set out in this subsection (the "Disputing Tenants"), then:

- (a) in the case of a Proposed Rent Increase justified upon the grounds set out in paragraph 1 of subsection 126(1) of the RTA, the Proposed Rent Increase for and the Report in respect of only the Rental Dwelling Units occupied by Disputing Tenants shall be reviewed by a second qualified rent review consultant (the "Second Consultant") retained by the Owner at its own expense. Despite the foregoing, the Proposed Rent Increase may be charged to all other tenants of the Rental Replacement Building. The Second Consultant shall conduct a peer review of the Report and provide a report setting out the Rent increase which in the opinion of the Second Consultant would be justified under paragraph 1 of subsection 126(1) of the RTA as if the said section applied to the Proposed Rent Increase (the "Reviewed Rent Increase"). If the Reviewed Rent Increase is more than or the same as the Proposed Rent Increase, then the Owner may charge the Disputing Tenants the Reviewed Rent Increase in accordance with the RTA. If the Reviewed Rent Increase is less than the Proposed Rent Increase, then the First and Second Consultant shall meet to attempt to agree on the justified Rent increase. If the consultants agree, then the agreed upon Rent increase may be charged to the Disputing Tenants in accordance with the RTA. If the consultants cannot agree, then a justified Rent increase that is the midpoint between the Proposed Rent Increase and the Reviewed Rent Increase, as determined by the Second Consultant, which determination shall be final and binding, may be charged to the Disputing Tenants in accordance with the RTA;
- (b) in the case of a Proposed Rent Increase justified upon the grounds set out in paragraphs 2 and/or 3 of subsection 126(1) of the RTA, the Rent increase for the Disputing Tenants shall be resolved by an Arbitrator as hereafter described using the same substantive and procedural rules as the Landlord and Tenant Board uses under the RTA for determining an above Guideline rent increase application made under paragraphs 2 and/or 3 of subsection 126(1) of the RTA. The Landlord may charge the Disputing Tenants the Rent increase determined by the Arbitrator. Despite the foregoing, the Proposed Rent Increase may be charged to all other Tenants of the Rental Replacement Building;
- (c) the Owner or the Disputing Tenants affected by the Rent increase determination in clauses (a) and (b) shall pay to the other any sum of money that is owed as a result of such determination within sixty (60) days of the determination having been made;
- (d) despite clause (e), the determination in clauses (a) and (b) shall be final and binding and not subject to appeal or review;
- (e) the Owner acting reasonably shall select the First and Second Consultant and the Arbitrator upon notice to the City, provided they are qualified in rent regulation matters to the satisfaction of the City acting reasonably. The City may consult with the affected tenants concerning the selection of the First and Second Consultant and the Arbitrator; and
- (f) either the Owner or the City may apply to the Ontario Superior Court of Justice for advice and direction in respect of the rent determination process under this section of the Agreement.

3.32 If during the Rent Subsidy Period the municipal property tax for the Rental Replacement Building is reduced, the Owner shall notify the City of the reduction. Despite subsection 6(2) of the RTA, the City shall be entitled to give notice equivalent to that provided for under section 131 of the RTA and the rights of the Owner and the tenants in respect of such reduction shall be subject to section 131 of the RTA as if the Rental Replacement Building was subject to rent regulation under that Act.

3.33 The Owner may apply for approval of a Description and, if approved, register same in respect of any New Dwelling Units for any portion of the Site, except that, with respect to the portion of the Site upon which the required Rental Replacement Building is constructed, any application for approval of a Description shall be subject to sections 3.34 to 3.37, inclusive.

3.34 The Owner covenants and agrees that during the Rental Replacement Period it shall:

- (a) provide and maintain the Rental Replacement Units as Rental Dwelling Units in accordance with the terms of this Agreement; and
- (b) subject to section 3.35, not apply for approval of a Description with respect to the Rental Replacement Building so long as the New Multi-Residential Property Tax Class applies to the Rental Replacement Building.

3.35 Notwithstanding section 3.34, if at any time during the Rental Replacement Period, the property tax rate which applies to the Rental Replacement Building exceeds the property tax rate that would otherwise apply to the units in such building if the building were to be a Condominium Building, the Owner may apply for approval of a Description and, if approved, register same with respect to the Rental Replacement Building.

3.36 Notwithstanding any application for or approval of a Description in accordance with section 3.35 that is made during the Rental Replacement Period, the Owner covenants and agrees that the Rental Replacement Units will remain Rental Dwelling Units during the Rental Replacement Period.

3.37 Nothing in this Agreement shall prevent the Owner from applying for the approval of a Description for the Rental Replacement Building during the Rental Replacement Period provided such Description shall not be registered before the end of the Rental Replacement Period.

3.38 This Agreement shall not apply to the conversion to another use or tenure, demolition or alteration of the Rental Replacement Building following the expiry of the Rental Replacement Period.

3.39 If the Owner exercises its demolition rights under clause 3.3(1) then the tenants of units in the Existing Apartment Building in respect of which there has been a Catastrophic Failure shall be entitled to the benefits set out in subsections 3.11(1), (2) and (4) and, notwithstanding anything else contained in this Agreement, they shall not be entitled to the benefit of the extended notice in subsection 3.11(3) of this Agreement. For greater certainty, this Section 3.39 shall apply only to those tenants occupying units in such Existing Apartment Building at the time of the Catastrophic Failure and all such tenants shall be considered to be Eligible Tenants regardless of the date on which the tenant signed his or her lease in respect of the Rental Dwelling Unit in the Existing Apartment Building occupied by the tenant at the time the Catastrophic Failure occurred. The schedule for the payment of monetary compensation under subsection 3.11(1) shall be modified to reflect the particular circumstances of the Catastrophic Failure.

4. MISCELLANEOUS MATTERS

4.1 The Owner shall provide for each New Dwelling Unit constructed in Buildings A and B a minimum of:

- (a) 1.5 m² of private indoor Recreational Space; and

(b) 1.5 m² of Bicycle Storage Space.

provided that such indoor Recreational Space and/or such Bicycle Storage Space may be located either separately or jointly in Building "A" and/or Building "B".

4.2 The City acknowledges that this Agreement fully and completely implements the Decision and Partial Order and is wholly consistent with them.

4.3 Access to and egress from the New Development on the Site is intended to continue by a combination of a full movement driveway from and to Sheppard Avenue East and by Greenfield Avenue provided that Greenfield Avenue shall provide access to and egress from Building "C" only and Maplehurst Avenue shall provide temporary and/or emergency access only.

4.4 A minimum of twenty-five (25) percent of the New Dwelling Units (including Rental Replacement Units) shall have the following maximum floor areas:

Unit Type	Maximum Floor Area
Bachelor	55 m ²
One bedroom	62 m ²
Two bedroom	82 m ²
Three bedroom	115 m ²

provided nothing in this section shall be construed as requiring bachelor or three bedroom units to be included in the New Development.

4.5 On or before the 15th day of January in each year after the Ready for Occupancy Notice has been given until the end of the Rent Subsidy Period, the Owner shall provide a Rent roll as of December 1 of the immediately preceding year for the Rental Replacement Units to the City's Commissioner of Urban Development Services or equivalent City Official.

5. AGREEMENT TO PROPOSED OFFICIAL PLAN AMENDMENT AND ZONING BY-LAW AMENDMENT

5.1 The Owner and the City hereby consent to the Proposed Official Plan Amendment and Zoning By-law Amendment attached hereto as Schedules "B" and "C", respectively.

6. OWNER'S OBLIGATIONS

6.1 The obligations of the Owner under this Agreement except for its obligation under subsection 3.9 are conditional upon the Final Approval of the Amending By-laws and the Amending By-laws remaining in force.

7. FURTHER ASSURANCES

7.1 The Parties hereto covenant and agree that at all times and from time to time hereafter upon every reasonable written request so to do, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement.

8. INTENTION OF PARTIES

8.1 Notwithstanding any other provisions of this Agreement, the parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter either the City Council which authorized the execution of this Agreement or any of its successors in the exercise of any of Council's discretionary powers. Without limiting the generality of the foregoing, such discretionary powers include the power to pass, amend or repeal by-laws; to adopt, amend or rescind Official Plan Amendments; and to approve or withhold approval of a Description; and to approve

or withhold approval to permit any demolition, relocation, construction, alteration, remodelling or any other things or act which may materially affect any building, structure or part thereof that is the subject of an agreement. The recognition herein of such discretionary powers is not intended to operate, nor shall have the effect of operating in any way to restrict the Owner's right to appeal, object to, or litigate in respect of the exercise of such power, and, in such appeal, objection or litigation, to refer to the other provisions of this agreement as evidence of the parties' intent in respect of the matters described herein. If provincial legislation or regulation permits the City to prohibit or impose conditions or restrictions on demolition of rental residential buildings, the City agrees that the terms of this Agreement are reasonable conditions and restrictions on the demolition of the Existing Apartment Buildings.

9. ENUREMENT

9.1 The City agrees that the covenants, easements, restrictions, rights, duties, provisos, conditions and obligations herein contained shall enure to the benefit of and be binding upon the City and its successors and assigns.

9.2 The Owner agrees that the covenants, easements, restrictions, rights, duties, provisos, conditions and obligations herein contained, as they apply to the Owner, shall run with the Site and shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

9.3 The Owner covenants and agrees that it shall be a general and indispensable condition of any sale, mortgage or charge by it or a lease or renewal of lease by it for a term, including entitlement to renewal, of twenty-one (21) years or more, of the whole or any one or more portions of the Site or any assignment or sub-lease by it of such a leasehold interest with an unexpired term including entitlement to renewal of twenty-one (21) years or more in the whole or any one or more portions of the Site, that such purchaser, mortgagee, chargee, lessee, assignee or sub-lessee, as the case may be, shall be bound by this Agreement, subscribe to and covenant with the City to the same effect as if it were the Owner, provided that this subsection shall not apply to:

- (1) a mortgage or charge given by way of security for financing or to a lease, an assignment or sublease of a leasehold interest in the whole or any portion of the Site given by way of security for financing except that it shall apply for so long as the mortgagee, chargee, lessee, assignee or sub-lessee thereunder takes possession or control of the whole or any portion of the Site pursuant to such security; and
- (2) a lease of any residential, office, retail or other space within any building located on the Site or to any assignment or sub-lease of such a leasehold interest,

provided that if any mortgagee, chargee, lessee, assignee or sub-lessee referred to in section 9.3 shall dispose of the whole or any portion of the Site, in realizing upon such security, section 9.3 shall apply as if the disposing party was the Owner.

9.4 In the event of development of any portion of the Site other than the portion upon which the Rental Replacement Building will be situate, if all other provisions of this Agreement relating to the development of such first-referenced portion of the site have been satisfied, the City agrees to release this Agreement in respect of such development and the parcel of lands upon which it is situate.

9.5

- (1) Subject to subsection (2), upon the satisfaction of all or any part of the obligations under this Agreement, the City will provide upon the request of the Owner an acknowledgement to the Owner, or such other interested party as the Owner may direct, that this Agreement has been totally or partially discharged by performance, as the case may be and to the best of the City's knowledge and belief, as to the status of any remaining work or defaults hereunder. The City shall provide such written acknowledgment

within a reasonable period of time, from time to time, at the Owner's reasonable request and the City shall on request of the Owner execute and deliver a discharge in registrable form against all or a portion of the Site where this Agreement has been totally discharged.

- (2) If the Owner fails to deliver the Rent roll pursuant to section 4.5, the City shall give the Owner notice of such failure and the City shall not be required to provide the written acknowledgement or the discharge required under subsection (1) until such failure has been remedied by delivery of the Rent roll.

9.6 The obligations of the Owner under this Agreement may be assigned in whole or in part to any successor in interest of the Site or any part thereof provided the City has consented in writing to such assignment and to the release of the Owner, which consent shall not be unreasonably withheld or delayed, and upon such consent being provided, the Owner shall be released from all obligations under this Agreement with respect to such lands or the New Development.

9.7 Notwithstanding anything in this Agreement to the contrary, in the event the City acquires any part of the Site for any municipal purpose, including roads, road widenings, parks or open space the City shall not be bound by this Agreement as an owner.

10. REGISTRATION

10.1 The Owner hereby consents to the registration of this Agreement against the title to the Site, at the Owner's expense.

11. NOTICES

11.1 Subject to section 3.5, any notices to be given under this agreement shall be in writing and shall be delivered as follows by personal delivery or telecopier transmission only as follows:

TO THE OWNER:
Kenneth-Sheppard Limited
1 Yorkdale Road, Suite 510
Toronto, Ontario
M6A 3A1

Attn: President
Facsimile: 416.785.7000

TO CITY OF TORONTO:
55 John Street
26th Floor, Metro Hall
Toronto, Ontario
M5V 3C6

Attn: City Solicitor
Facsimile: 416.397.5624

The Parties agree to notify each other immediately, in writing, of any changes of address or of facsimile number from those set out above.

11.2 Notice shall be deemed to have been received by a party on the date of personal delivery or telecopier transmission.

12. JURISDICTION TO ENTER INTO AGREEMENT

12.1 This Agreement is entered into pursuant to subsection 37(3) of the *Planning Act*. If this agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power and jurisdiction of the City, and appeals from such decision have been exhausted, the Owner and the City agree that the Amending By-laws may be repealed by

the City, and the Owner covenants and agrees not to oppose or question or cause to be opposed or questioned, the repeal thereof.

12.2 Notwithstanding subsection 12.1, if any individual provision(s) of this Agreement is or are determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, then if both the Owner and the City agree, such provision shall be severed from this Agreement and the remainder of the Agreement shall continue in full force and effect, mutatis mutandis; and in such case, the Owner and the City agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein. If the Owner and the City cannot agree that such provision or provisions shall be severed, the City may repeal the Amending By-laws and the provisions of subsection 12.1 shall apply to such repeal.

12.3 It is agreed and acknowledged by the parties hereto that each is satisfied as to the jurisdiction of the City to pass the Amending By-laws and each party hereto is satisfied as to the jurisdiction of the other to enter into this Agreement. The Owner therefore covenants and agrees that it shall not question the jurisdiction of the City to enter into this Agreement, nor question the legality of any portion thereof, and likewise the City agrees it shall not question the jurisdiction of the Owner to enter into this Agreement nor question the legality of any portion hereof. The parties hereto, their successors, assigns, lessees and sub-lessees are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction.

13. INTERPRETATION

13.1 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.

13.2 Unless the context otherwise requires, the terms used herein shall have the same meaning as the same terms have in City of Toronto By-law No. 7625 for the former City of North York, as amended.

13.3 Reference to an official of the City in this Agreement shall be deemed to include a reference to the official of the City who performs the duties of such referenced person from time to time.

13.4 This Agreement shall be construed with all changes in number and gender as may be required by the context.

13.5 Time shall be of the essence of this Agreement.

13.6 The failure of the City at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall any such waiver be taken or held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

13.7 Whenever the provisions of this Agreement require an approval or consent of any Commissioner of the City, in the event the City Council deems it appropriate, the approval or consent may be given by any other Commissioner of the City or may include the approval of the Council.

14. COMMENCEMENT

14.1 Subject to subsection 6.1, this Agreement shall commence on the date of execution and delivery hereof by the Owner and the City.

15. FORCE MAJEURE

15.1 Notwithstanding anything in this Agreement to the contrary, and subject to section 15.2, if the Owner or the City is bona fide delayed in or prevented from performing any obligation arising under this Agreement by reason of strikes or other labour disturbances, civil disturbance, restrictive government laws, regulations or directives, acts of public enemy, war, riots, sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood, explosion or other act of God, and not caused by its default and

not avoidable by exercise of reasonable effort or foresight, then performance of such obligation is excused for so long as such cause exists, and the party so delayed shall and is entitled, without being in breach of this agreement, to carry out such obligation within the appropriate time period after the cessation of such cause.

15.2 Nothing in subsection 15.1 shall operate to excuse the Owner from prompt payment of all sums required to be paid to the City pursuant to the terms of this Agreement and prompt provision of any letter of credit required to be provided to the City pursuant to the terms of this Agreement.

16. ENFORCEMENT


16.1 The Owner agrees that the facilities, works and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense and to the satisfaction of the City. In addition, the Owner agrees that upon failure by it to do any act that is required by this Agreement, the City may, in addition to any other remedy under this Agreement, enter upon the Site if necessary and do the said act at the Owner's expense and collect the cost in like manner as municipal taxes as provided for in Section 446 of the *Municipal Act* 2001.

16.2 The Owner agrees that wherever the provisions of this Agreement permit the City to refuse to process a Building Permit such provisions shall apply equally to the City's Chief Building Official.

16.3 The Owner hereby agrees to procure and provide to the City any postponement agreements which the City Solicitor considers necessary to ensure that this Agreement shall have priority over any other interest, other than the fee simple interest, in the Site.

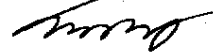
IN WITNESS WHEREOF the parties have hereunto caused their corporate seal to be affixed as attested to by the hands of their proper signing officers duly authorized in that behalf.

KENNETH-SHEPPARD LIMITED

Per: 
Name: SHOEL SILVER
Title: PRESIDENT

I have authority to bind the Corporation

CITY OF TORONTO


Per: 
Name: Marilyn M. Toft
for Ulli S. Watkiss
Title: City Clerk

Per: 
Name: G. CARBONE
Title: ACTING TREASURER

I/We have authority to bind the Corporation

APPROVED AS TO FORM

For ANNA KINASTOWSKI
City Solicitor


Authorized by City Council Item No. CC36.1, as adopted by City of Toronto Council at its meeting held on May 25, 26 and 27, 2009
Marilyn M. Toft
City Clerk

SCHEDULE "A" - LEGAL DESCRIPTION OF SITE

In the City of Toronto (formerly the City of North York) and Province of Ontario, being composed of Parcel 1-1, Section B4433, Lots 8, 9 and 10, Plan 4433, Parts 21 to 34 and Part 38, Plan 66M-13018:

SCHEDULE "B" - OFFICIAL PLAN AMENDMENT

The Official Plan of the City of Toronto is modified as follows:

1. Chapter 6, Section 8, North York Centre Secondary Plan, is modified by replacing Site Specific Policy 1 in Section 12 with the following:

"1. LANDS ON THE NORTH SIDE OF SHEPPARD AVENUE EAST, BOTH EAST AND WEST OF KENNETH AVENUE, BEING LOTS 1 TO 7 INCLUSIVE ON REGISTERED PLAN 4433 (1 on Map 8-12)

The average density for the lands will not exceed 3.26 times the lot area over the entire site, but the maximum density of that part of the site east of Kenneth Avenue will not exceed 2.55 times the lot area. Further, the maximum gross floor area devoted to commercial uses east of Kenneth Avenue will not exceed 13,935 square metres."

2. Chapter 6, Section 8, North York Centre Secondary Plan, is modified by adding the following new Site Specific Policy 28 to Section 12, North York Centre South Site Specific Policies for those lands known municipally in 2008 as 160 Greenfield Avenue, 150 Maplehurst Avenue and 120 Sheppard Avenue East:

"28. LANDS ON THE NORTH SIDE OF SHEPPARD AVENUE EAST, KNOWN AS 160 GREENFIELD AVENUE, 150 MAPLEHURST AVENUE AND 120 SHEPPARD AVENUE EAST BEING LOTS 8 TO 10 INCLUSIVE ON REGISTERED PLAN 4433 AND MORE PARTICULARLY BEING PARTS 21 TO 34 AND PART 38 OF PLAN 66R-13018 (28 on Map 8-12)

- (a) The lands shown as 28 on Map 8-12 are designated *Mixed Use Area C, Mixed Use Area D* and *Parks and Open Space Areas* and are assigned a maximum density of 2.5 times the gross lot area.
- (b) For the purposes of calculating density on the lands, those lands which are located outside of this Secondary Plan and subject to Site and Area Specific Policy Area 4 in the Sheppard Avenue Commercial Area Secondary Plan in respect of 166 Sheppard Avenue East and Site and Area Specific Policy No. 321 in Chapter 7 in respect of 163 Maplehurst Avenue, will not be included. It is intended that these other lands located outside of this Secondary Plan be utilized for traffic access, site circulation, parking, loading, servicing, building area and site amenity features in conjunction with redevelopment on the lands.
- (c) Three low rise rental apartment buildings constructed on the lands in the 1950's may be redeveloped in one or multiple phases.
- (d) With respect to bicycle parking, Sections 3.1(b)(ii) and 4.6.1(f), Figure 3.3.1, and Appendix 1(a) do not apply on the lands.
- (e) A density incentive in the amount equal to the gross floor area of the storage area exclusively reserved for bicycle storage including ancillary facilities (i.e. change rooms and showers) may be given in addition to those listed in Figure 3.3.1.
- (f) Replacement of all the 123 rental housing units existing on the lands on August 30, 2001 is not required, provided that at least 74 new rental housing units are built on the lands, a cash-in-lieu of replacement is contributed to the City, and these matters are secured through an appropriate legal agreement pursuant to Section 37 of the *Planning Act*.

(g) In considering approval of site plans necessary to implement development on the lands, the City may require additional buffering measures that include, but are not limited to, fencing, buffer planting and yard requirements."

3. Map 8-12, North York Centre North Site Specific Policies, of Chapter 6, Section 8, North York Centre Secondary Plan, is modified by reducing the area subject to Site Specific Policy Area 1, and by adding new Site Specific Policy Area 28 for those lands known municipally in 2008 as 160 Greenfield Avenue, 150 Maplehurst Avenue and 120 Sheppard Avenue East, as shown on Attachment "1".
4. Map 8-6, North York Centre South Density Limits, of Chapter 6, Section 8, North York Centre Secondary Plan, is modified by increasing the density for those lands known municipally in 2008 as 5 and 10 Kenneth Avenue, 100 and 110 Sheppard Avenue East, and part of 90 Sheppard Avenue East, from 2.5 to 3.26 times the lot area, as shown on Attachment "2".
5. Maps 8-8c and 8-8d, Maximum Height Limits, of Chapter 6, Section 8, North York Centre Secondary Plan, are modified by increasing the maximum height limit for those lands known municipally in 2008 as 160 Greenfield Avenue, 150 Maplehurst Avenue and 120 Sheppard Avenue East from "The Lesser of 11m or 3 Storeys", to "The Lesser of 41m or 13 Storeys", "The Lesser of 24m or 7 Storeys" and "The Lesser of 11m or 3 Storeys", as shown on Attachments "3" and "4".
6. Chapter 6, Section 29, Sheppard Avenue Commercial Area Secondary Plan, is modified by adding the following new Site and Area Specific Policy 4 to Section 4.0, Site and Area Specific Policies for those lands known municipally in 2008 as 166 Sheppard Avenue East:

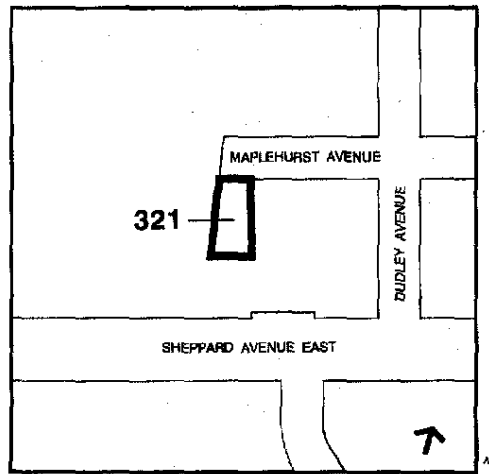
"4. Lands Located on the North Side of Sheppard Avenue East, known municipally as 166 Sheppard Avenue East (4 on Map 29-2)

A building with a maximum height of 4 storeys and 16.0 metres, and a maximum density of 1.0 F.S.I. is permitted, provided the building is constructed in conjunction with redevelopment of the abutting lands subject to Site Specific Policy Area 12.28 in the North York Centre Secondary Plan and Site and Area Specific Policy No. 321 in Chapter 7. The policies of Sections 3.2.1, 3.3.1(a) and 3.3.1(b) do not apply along the common lot line between the lands and 163 Maplehurst Avenue, provided development on the lands is in conjunction with redevelopment of the abutting lands subject to Site Specific Policy Area 12.28 in the North York Centre Secondary Plan and Site and Area Specific Policy No. 321 in Chapter 7. In considering approval of site plans necessary to implement development on the lands, the City may require additional buffering measures that include, but are not limited to, fencing, buffer planting and yard requirements."

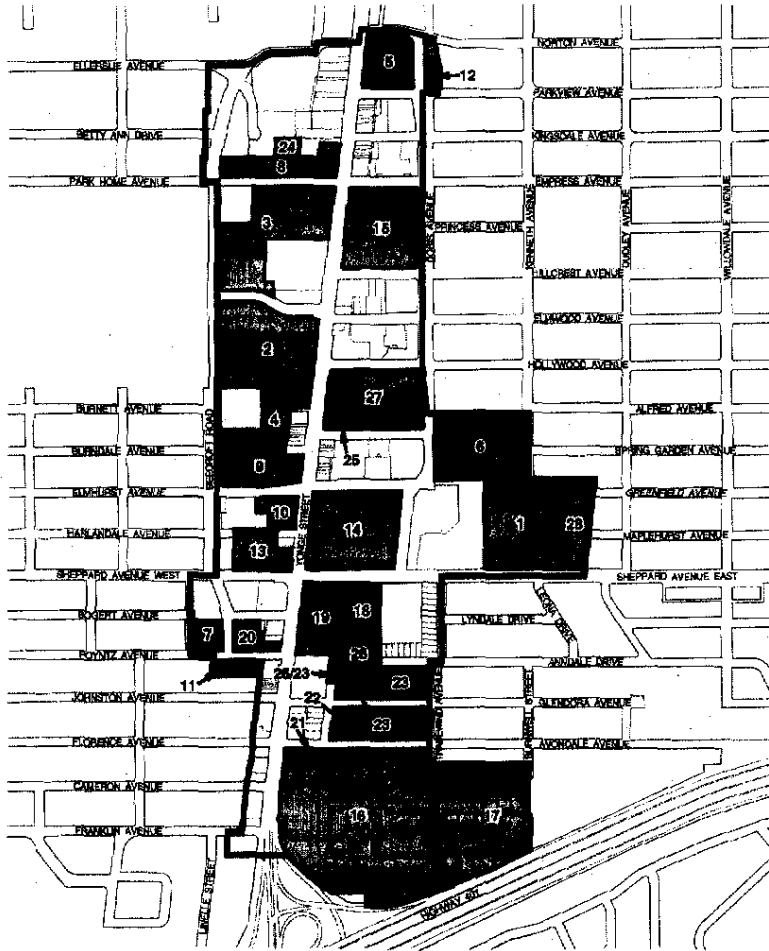
7. Map 29-2, Land Use Areas, of Chapter 6, Section 29, Sheppard Avenue Commercial Area Secondary Plan, is modified by adding Site and Area Specific Policy Area 4 for those lands known municipally in 2008 as 166 Sheppard Avenue East, as shown on Attachment "5".
8. Chapter 7, Site and Area Specific Policies, is modified by adding the following new Site and Area Specific Policy No. 321 for those lands known municipally in 2008 as 163 Maplehurst Avenue:

"321. 163 Maplehurst Avenue

Vehicular access, site circulation, parking, loading, servicing, an underground structure and site amenity features are permitted when in conjunction with redevelopment of the abutting lands subject to Site Specific Policy Area 12.28 in the North York Centre Secondary Plan and Site and Area Specific Policy Area 4 in the Sheppard Avenue Commercial Area Secondary Plan. In considering approval of site plans necessary to implement development on the lands, the City may require additional buffering measures that include, but are not limited to, fencing, buffer planting and yard requirements.



9. Map 27, Site and Area Specific Policies, is modified for those lands known municipally in 2008 as 163 Maplehurst Avenue as shown on the map above as Site and Area Specific Policy No. 321.



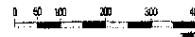
TORONTO City Planning
Official Plan Modification #114

**120 Sheppard Avenue East, 160 Greenfield Avenue
 and 150 Maplehurst Avenue**

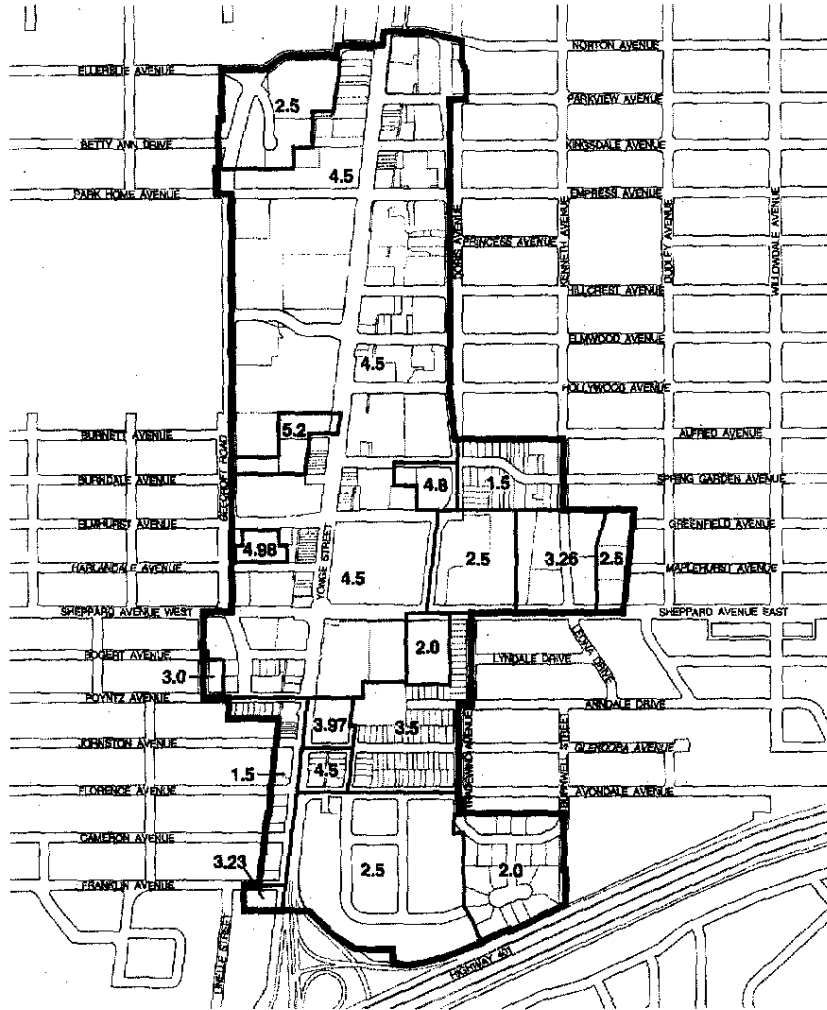
Modification: Map B-12, North York Centre South Site Specific Policies, of Chapter 6, Section 8 (North York Centre Secondary Plan) is modified by adding Site Specific Policy Area 28 and renumbering Site Specific Policy Area 1

-  Secondary Plan Boundary
-  Site Specific Policy Areas*

* The shaded areas on this map are subject to the specific policies set out in the North York Centre Secondary Plan, Section 12.
 This map forms part of the Official Plan and should be interpreted in conjunction with the written text.



February 2008

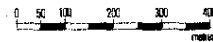


TORONTO City Planning
Official Plan Modification #114

**Lands on the North Side of Sheppard Avenue East
 both East and West of Kenneth Avenue**

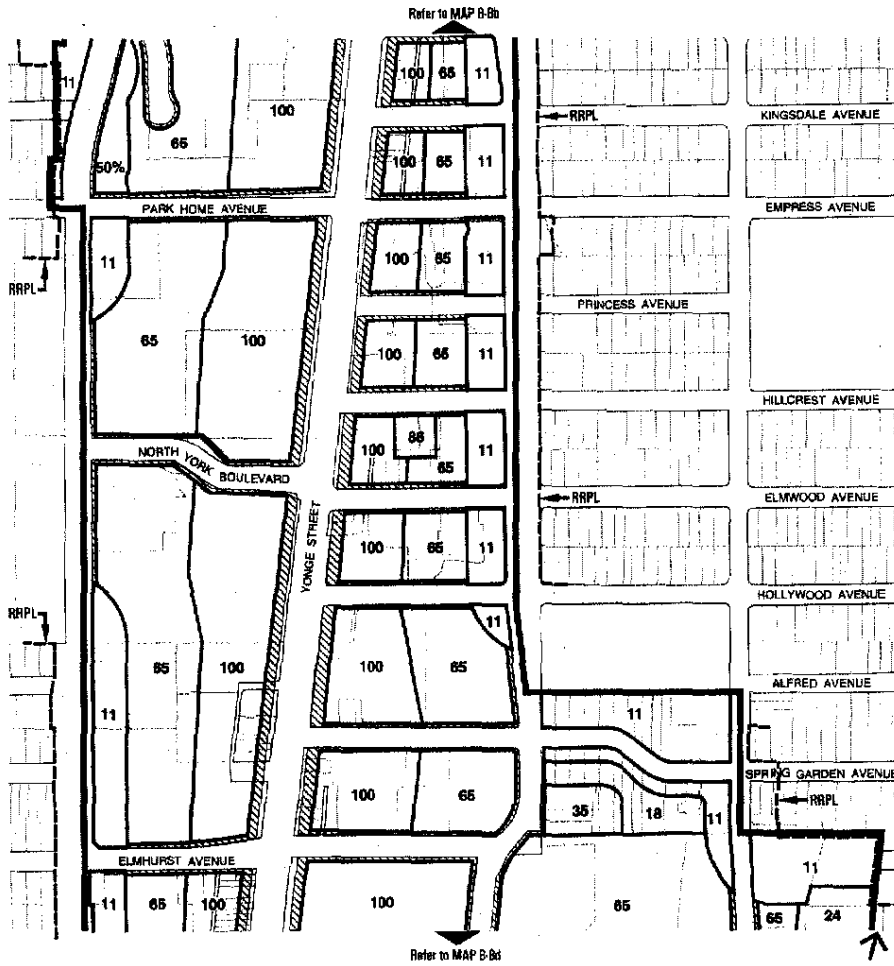
Modifications: Map 9-B, North York Centre South Density Limits, of Chapter 6, Section 8 (North York Centre Secondary Plan) is modified by increasing the density of the lands at Sheppard and Kenneth Avenues from 2.5 to 3.26 times the lot area

Secondary Plan Boundary



Note: Density Limits are exclusive of density incentives and transfers

February 2009



Official Plan Modification #114

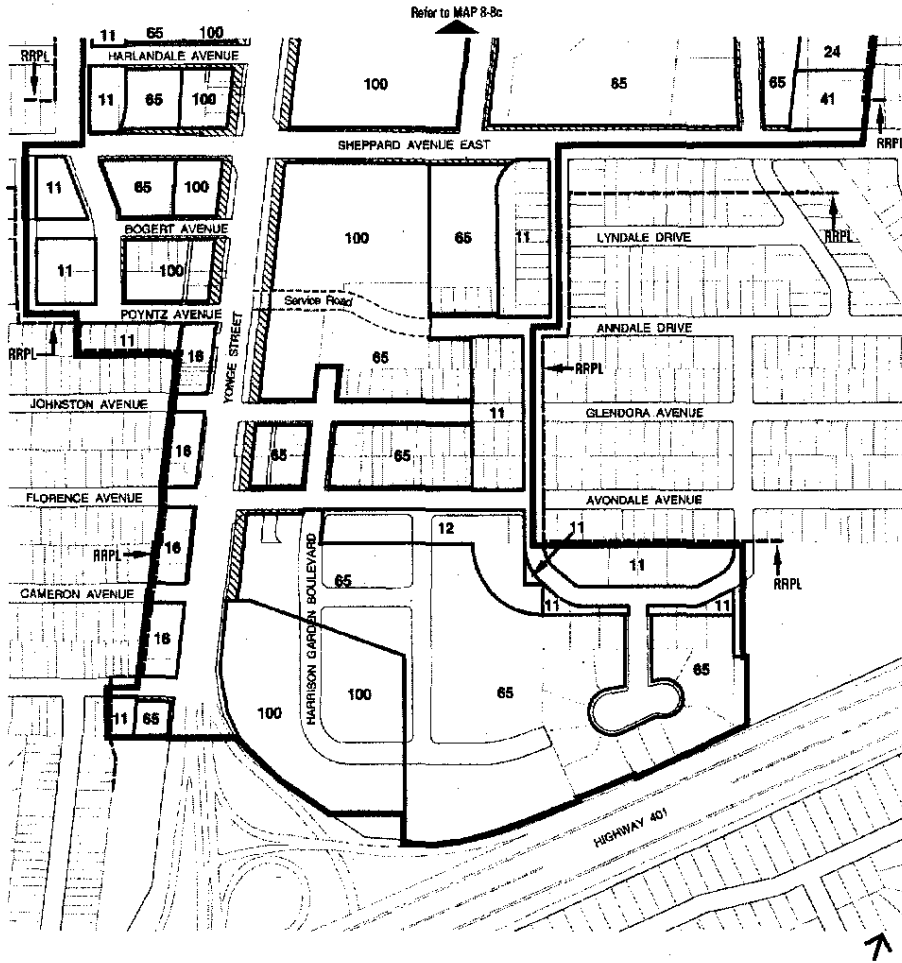
150 Maplehurst Avenue and part of 160 Greenfield Avenue

- Secondary Plan Boundary
- 11 The Lesser of 11m or 3 Storeys
- 18 The Lesser of 18m or 6 Storeys
- 24 The Lesser of 24m or 7 Storeys
- 35 The Lesser of 35m or 12 Storeys
- 65 Maximum 65m Above Grade
- 85 Maximum 85m Above Grade
- 100 Maximum 100m Above Grade
- 50% Maximum 50% Horizontal Distance from RRPL
- Street Facade Limit as per Section 5.3 of this Secondary Plan
- Relevant Residential Property Line (RRPL)

Modification: Map B-8c, Maximum Height Limits, of Chapter 6, Section 8 (North York Centre Secondary Plan) is modified by increasing the height limit from 11m to 24m.



February 2008

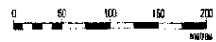


TORONTO City Planning
Official Plan Modification #114

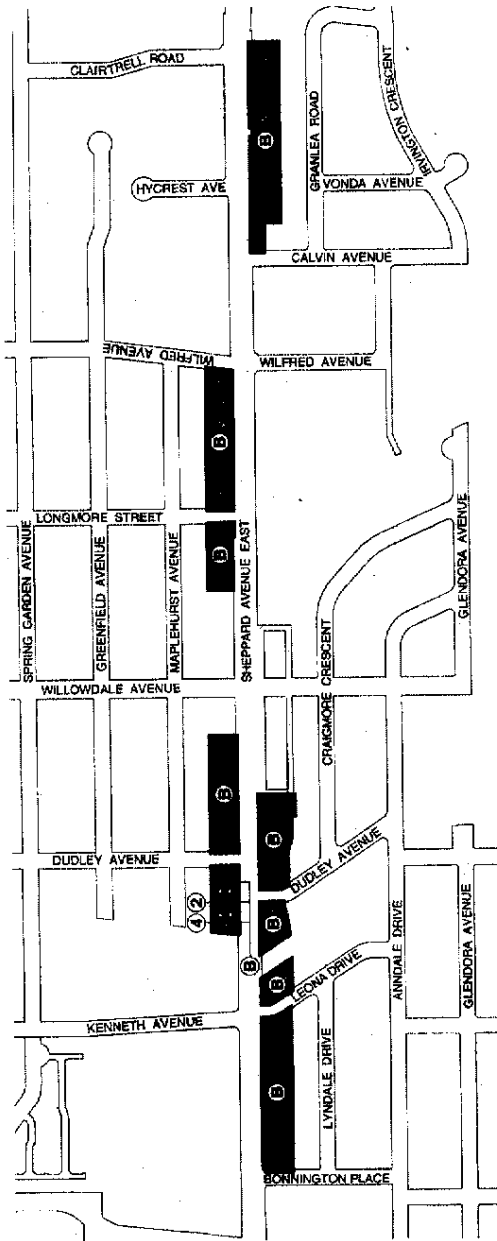
**120 Sheppard Avenue East and
 150 Maplehurst Avenue**

- Secondary Plan Boundary
- The Lesser of 11m or 3 Storays
- The Lesser of 12m or 4 Storays
- The Lesser of 16m or 4 Storays
- The Lesser of 24m or 7 Storays
- The Lesser of 41m or 13 Storays
- Maximum 65m Above Grade
- Maximum 100m Above Grade
- Street Facade Limit as per Section 5.3 of this Secondary Plan
- Relevant Residential Property Line (RRPL)

Modification: Map 8-8d, Maximum Height Limits, of Chapter 8, Section 8 (North York Centre Secondary Plan) is modified by increasing the height limit from 11m to 24m and 41m.



February 2008






North Arrow
Not to Scale

166 Sheppard Avenue East

Toronto City Planning
Official Plan Modification #114

Modifications: Map 29-2, Land Use Areas, of Chapter 6, Sheppard Avenue Commercial Area
Secondary Plan is modified by adding Site and Area Specific Policy Area 4.

-  Secondary Plan Boundary
-  Mixed Use Areas
-  Site and Area Specific Policy Areas

February 2019

SCHEDULE "C" - ZONING BY-LAW AMENDMENT

CITY OF TORONTO

BY-LAW No. _____

A BY-LAW to amend By-law No. 7625, as amended, of the former City of North York, in respect of lands generally located north of Sheppard Avenue, east of Kenneth Avenue and more particularly identified as 120 Sheppard Avenue East, 160 Greenfield Avenue 150 Maplehurst Avenue, 166 Sheppard Avenue East and 163 Maplehurst Avenue.

WHEREAS authority is given to the Ontario Municipal Board by Section 34 of the *Planning Act*, R.S.O. 1990, c.P 13, as amended, to direct that this by-law be enacted; whereas the Ontario Municipal Board has considered the merits of an appeal of the application to amend the Zoning By-Law;

The Ontario Municipal Board has ordered the enactment of the following:

1. Schedules "B" and "C" of By-law No. 7625 as amended, are hereby amended in accordance with Schedule I of this by-law.
2. Section 64.20-A of By-law 7625 is amended by adding Schedule RM6(118) attached to this by-law.
3. Section 64.20-A of By-law No. 7625 as amended, is hereby amended by adding the following subsection:

"64.20-A(118) RM6(118)

DEFINITIONS

- | | |
|-----------------------|---|
| Apartment House | (a) For the purpose of this exception, "apartment house dwelling" means a building containing more than four (4) dwelling units, each unit having access either from a common entrance or entrances from the street level, an internal corridor system or direct access at grade, or any combination thereof. |
| Bicycle Storage Space | (b) For the purpose of this exception, "bicycle storage space" means an area set aside and designed so as to accommodate the storage of bicycles and related equipment in individual cubicles for the exclusive use and access of residents of the building. |
| Building Height | (c) For the purpose of this exception, "building height" means the vertical distance between the established grade, and in the case of a flat roof, the highest point of the roof surface, or in the case of a mansard roof the deck line, or in the case of a gabled, hip, or a gambrel roof, the mean height between eaves and ridge. For buildings other than single family dwellings, a penthouse, tower, cupola, steeple or other roof structure which is used only as an ornament upon or to house the mechanical equipment of the building or to house or serve as structural support for "green roof" landscaping, shall be disregarded in calculating the height of such building. |
| Eligible Tenant | (d) For the purpose of this exception, "eligible tenant" shall have the same meaning as "Eligible Tenant" defined in clause (w)(ii)(H)(1). |

- Established Grade (e) For the purpose of this exception, "established grade" as defined in By-law 7625, as amended, shall be taken from Sheppard Avenue East for Building "A", from Maplehurst Avenue for Building "B" and from Greenfield Avenue for Building "C".
- Gross Floor Area (f) For the purpose of this exception, "gross floor area" means the total area of all the floors, measured between the outside of the exterior walls of the building at the level of each floor, including all areas used as balconies measured to the outside edges of the balcony floors, but excluding:
- (i) any part of the building used for Mechanical Floor Area;
 - (ii) any area used for motor vehicle access or parking, including that contained in an above-grade parking structure provided the structure does not exceed three storeys in height above-grade and provided that its roof deck is fully landscaped and made directly accessible to adjacent residential projects; and
 - (iii) the floor area of unenclosed residential balconies.
- Mechanical Floor Area (g) For the purpose of this exception, "Mechanical Floor Area" means the floor area within a building that is used exclusively for the accommodation of mechanical equipment necessary to physically operate the building such as heating, ventilation, air conditioning, electrical, telephone, telecommunications, cable, plumbing, fire protection and elevator equipment.
- Recreational Space (h) For the purpose of this exception, "recreational space" means an area set aside for social and/or recreational purposes, which is common to all occupants of the building. Social and/or recreational purposes include indoor or outdoor space, such as playgrounds, tennis courts, lawn bowling greens, indoor or outdoor swimming pools, exercise or entertainment rooms, change rooms, library space, meeting or party rooms and other similar uses.
- Retail and Service Commercial (i) For the purpose of this exception, "Retail and Service Commercial Uses" shall mean:
- artist studios,
 - automatic laundry shops,
 - business and professional offices,
 - commercial schools,
 - custom workshops making articles to be sold at retail on the premises,
 - dry-cleaning and laundry collecting establishments,
 - financial institutions,
 - fitness centres
 - information processing,
 - out-door café in conjunction with a restaurant,
 - personal service shops,
 - restaurants,
 - retail stores,
 - service shops,
 - studios,
 - synthetic dry-cleaning establishments,
 - take-out restaurants,
 - or any combination thereof.

PERMITTED USES

- Permitted Uses (j) The only permitted uses shall be:
- Residential Uses (i) Residential Uses as follows:
- Apartment House Dwellings;
uses accessory thereto including recreational space;
- Non-Residential Uses for purposes of this Exception, Building "C" as shown on Schedule RM6(118) is deemed to be an Apartment House Dwelling; and
- (ii) Retail and Service Commercial Uses;

EXCEPTION REGULATIONS

- Total Gross Floor Area (k) Subject to the provisions of clause (y) herein, the total gross floor area of all buildings permitted on the lands shown on Schedule RM6(118), exclusive of the Increased Height and Density provisions of this Exception, shall not exceed a total aggregate of 11,505 m² provided that:
- (i) the total gross floor area of Building "A" shall not exceed 11,505 m²;
- (ii) the total gross floor area of Building "B" shall not exceed 5,000 m²;
- (iii) the total gross floor area of Building "C" shall not exceed 4,600 m²; and
- (iv) the total gross floor area of that portion of Building "A" located on Parcel 3 shall not exceed 723 m²;
- Non-Residential Uses (l) All Retail and Service Commercial Uses shall be located only within Building "A" as shown on Schedule RM6(118), along the Sheppard Avenue East frontage, shall be located on the first floor only and shall not exceed 1,700 m².
- Residential Units (m) Subject to the provisions of clause (z) herein, the total aggregate maximum number of permitted dwelling units in all buildings on the lands shown on Schedule RM6(118), exclusive of the Increased Height and Density provisions of this Exception, shall be 175, provided that:
- (i) the maximum number of dwelling units within Building "A" shall be 175 units;
- (ii) the maximum number of dwelling units within Building "B" shall be 63 units; and
- (iii) the maximum number of dwelling units within Building "C" shall be 80 units;
- Affordable Housing (n) A minimum of 25% of the total number of dwelling units shall have a maximum floor area of 55 m² for a bachelor unit, 62 m² for a one-bedroom unit, 82 m² for a two-bedroom unit and 115 m² for a three-bedroom unit, or any combination of the above;
- Building Height (o) Subject to the provisions of clause (aa) herein, the maximum building height above established grade, exclusive of the Increased Height and Density provisions of this Exception, shall be in accordance with the following:
- (i) For Building "A", the maximum height shall be as shown on Schedule RM6(118), or 7 storeys, to a maximum of 22 metres,

whichever is the lesser; and

- (ii) For Building "B", the maximum height shall be as shown on Schedule RM6(118), or 4 storeys, to a maximum of 11 metres, whichever is the lesser; and
- (iii) For Building "C", the maximum height is 4 storeys, to a maximum of 11 metres;
- Distance Between Buildings** (p) The minimum distance between buildings shall be as shown on Schedule RM6(118);
- Landscaped Open Space** (q) A minimum landscaped open space of 3,200 m² shall be provided;
- Parking** (r) Parking for residential and/or non-residential uses shall be provided at or below grade on the Schedule RM6(118) lands subject to the following requirements:
- (i) Non-residential:
a minimum of 0.8 parking spaces per 100 m² of gross floor area plus 0.1 parking space per 100 m² of gross floor area for visitor uses; and a maximum of 1.3 parking spaces per 100 m² of gross floor area plus 0.1 parking space per 100 m² of gross floor area for visitor uses;
- (ii) Residential:
a minimum of 0.9 parking spaces per dwelling unit plus 0.1 parking space per dwelling unit for visitor uses; and a maximum of 1.3 parking spaces per dwelling unit plus 0.1 parking space per dwelling unit for visitor uses;
- (iii) A maximum aggregate total of 18 surface parking spaces shall be permitted for separate and/or joint use by Building A, Building B and/or Building C;
- (iv) Parking for residential and/or non-residential uses as prescribed in (i) and (ii) above may be provided in separate and/or common below-grade structure(s) within the Schedule RM6(118) lands.
- Loading** (s) A minimum of one loading space each for Building "A" and Building "B" shall be provided. No loading space is required for Building C.
- Yard Setbacks** (t) The minimum yard setbacks shall be as set out on Schedule RM6(118). Every part of any required yard shall be open and unobstructed by any structure, from the ground to the sky, except for driveways, circulation areas, surface parking areas, ramps, amenity areas, landscape areas and except for accessory structures including, but not limited to, garbage pickup stations, stair enclosures, retaining walls, ventilation shafts and elevated portions of garages, in addition to the provisions of Section 6(9). Such accessory structures may have a minimum yard setback of 0.0 metres. There shall be no minimum yard setbacks for below grade structures, save and except that below grade structures shall be setback a minimum of 2.5 metres from that portion of the easterly property line located north of the northerly Maplehurst Avenue right-of-way line.
- Provisions Not Applied** (u) The provisions of Bylaw 7625 as amended, respecting Landscaping, Lot Area, Lot Coverage, Lot Frontage, Yard Setbacks, Building Height, Distance Between Buildings, Distance From R and RM2 Zones, parking, loading and gross floor area shall not apply.

- Severance (v) Despite any severance, partition, or division of the lands shown on Schedule RM6(118), the regulations of this exception shall continue to apply to the whole of the said lands as if no severance, partition or division has occurred.

INCREASED HEIGHT AND DENSITY

- Section 37 Agreement (w) Matters which are to be provided pursuant to Section 37 of the *Planning Act* RSO 1990, c.P. 13 as amended, in order to permit the increased maximums in gross floor area, number of units and height authorized under clauses (x), (y), (z) and (aa) of this exception are:
- (i) The owner of the lands set out in Schedule RM6(118) shall enter into one or more agreements with the City of Toronto pursuant to Section 37 of the *Planning Act* to secure the facilities, services and matters referred to in clause (ii), which agreement or agreements may be registered against the title of the lands to which this Bylaw applies in the manner and to the extent specified in such agreements.
 - (ii) The owner of the lands, at the owner's expense and in accordance with, and subject to the agreements referred to in clause (i), shall provide the following facilities, services and/or matters on terms satisfactory to the City of Toronto:
 - (A) the conveyance to the City of Toronto for public parks purposes, free and clear of all encumbrances but including current improvements and easements, of lands comprising:
 - (1) 629 m², described as the northerly portion of Part 31 on Plan 66R-13018, being lands conveyed for 5% Parks Conveyance purposes; and
 - (2) 1,260 m², described as Parts 22, 24 and 30 and a portion of the southerly portion of Part 31 on Plan 66R-13018; and
 - (3) 150 m², described as the balance of the southerly portion of Part 31 on Plan 66R-13018;
 - (B) the provision of a minimum of 1.5 m² per dwelling unit of private indoor recreational space for Building A and for Building B;
 - (C) the provision of a minimum of 1.5 m² per dwelling unit of bicycle storage space;
 - (D) the provision of a privately owned but publicly accessible east-west walkway linking Greenfield Avenue or Maplehurst Avenue to the land conveyed under (A) above;
 - (E) construction, provision and maintenance on the lands of Building "C" or one or more apartment house dwelling(s) comprising in aggregate not less than 74 dwelling units having approximately 64% one-bedroom units and approximately 36% two-bedroom units, to be utilized as rental replacement units, subject to subparagraph (G) and in accordance with the provisions of the agreement under section 37 of the *Planning*

Act, for a period of twenty (20) years from the date on which any of such units is first occupied; provided the requirements as set out in the foregoing portion of this paragraph (E) shall be of no force or effect after the date which is twenty (20) years after the date on which any of the rental replacement units is first occupied; provided that the owner's obligations as set out in the foregoing portion of this clause shall be of no force or effect after the date which twenty (20) years after the date on which any of the rental replacement units is first occupied; and further provided that the dwelling units in Building "C" may be registered as condominium units, in accordance with the provisions of the agreement under section 37 of the *Planning Act*, at the earliest of:

- (1) subject to clauses (2) and (3), the new Multi-Residential Property Tax Class no longer applying to Building "C"; or
 - (2) at any time that the municipal property tax rate on the replacement units is higher than the tax rate on rental condominiums (i.e. the rate applicable to individual condominium units); or
 - (3) in any event, after twenty years following first occupancy, provided the application can be submitted in sufficient time to ensure that the registration is effective at the end of the twentieth year; and
- (F) in accordance with the provisions of the agreement under section 37 of the *Planning Act*, a lump-sum contribution in the amount of \$980,000.⁰⁰ to the City's Capital Leverage Fund or to an approved recipient of the City's Let's Build funds to be paid no later than 5 business days after the execution of an agreement under section 37 of the *Planning Act*, by the City;
- (G) setting of rents for the rental replacement units in Building "C" shall be as follows and in accordance with the provisions of the agreement under section 37 of the *Planning Act*:
- (1) the initial rents (which, for the purposes of this section (G) shall include charges for heat, hydro and water but not parking and cable television and where an included utility is not provided, the rent will be adjusted downward) charged to the initial tenants of each of the rental replacement units shall be based on the city-wide CMHC average rent for the same unit type for the calendar year prior to the year the unit is first occupied, escalated by the provincial rent increase guideline for the year that the tenant first occupies the unit;
 - (2) the initial rent for tenants occupying rental replacement units after the initial tenant (for the first ten (10) years after first occupancy of any of the units) to be limited to the city-wide CMHC average rent for the same unit type for the calendar year preceding the year of occupancy by the subsequent tenant (escalated by the provincial rent increase guideline for the year of occupancy);

- (3) vacancy decontrol shall apply (if permitted under applicable provincial law) following the ten (10) year period commencing from the first occupancy of any of the rental replacement units and if vacancy decontrol does not apply then the initial rent on re-letting shall be established in accordance with applicable provincial law without any reference to this by-law;
- (4) after the initial year of occupancy, rents may be escalated for the rental replacement units by annual guideline or above guideline increases for a period of up to ten (10) years (measured from the first occupancy of any of the units) with rents for tenants occupying a unit at the end of year ten to be escalated by annual guideline or above guideline increases until they vacate those units, such above guideline increases to be in accordance with the provisions of the agreement under section 37 of the *Planning Act*; and
- (5) property tax increases or decreases during the ten (10) year period following the first occupancy of any rental replacement units shall be passed onto tenants in accordance with the provisions of the agreement under section 37 of the *Planning Act*;

(H) a tenant assistance package consisting of the following principles:

- (1) Eligible Tenants:

All tenants who signed a lease before March 1, 1999 and who are still in possession of an existing rental unit in one of the existing low-rise rental apartment buildings on the date a statutory notice of termination for demolition of such building is served.;

- (2) Length of Notice of Termination for Demolition for tenants considered Eligible Tenants under clause 1 above: one hundred and eighty (180) days (applicable to first statutory notice of termination for demolition only; one hundred and twenty (120) days for subsequent statutory termination notices for the same tenant, if required);
- (3) Cash payments to Eligible Tenants in addition to any compensation required under the *Residential Tenancies Act, 2006* or any successor:
 - (a) \$1,000 upon delivery of statutory termination notice (applicable to first statutory termination notice only; not applicable to subsequent statutory termination notices for the same tenant, if required);
 - (b) Upon vacating, any monetary compensation required by applicable provincial law, plus 2 months rent; and

- (c) What constitutes vacating and how such cash payments and compensation are to be paid shall be defined in the agreement under section 37 of the *Planning Act*;
- (4) Entitlement to replacement units in Building C for Eligible Tenants: In order of length of tenure, ranked with Eligible Tenants of all buildings;
- (5) For greater certainty, the foregoing constitutes the complete tenant assistance package for Eligible Tenants; and
- (6) Any tenant of a rental unit in an affected building who is not an Eligible Tenant shall not be entitled to the tenant assistance package and shall be entitled to only such notice and compensation as is provided under the *Residential Tenancies Act, 2006*, or successor legislation;
- (x) Additional gross floor area permitted on the lands shown on Schedule RM6(118) hereto shall be as follows:
- (i) a maximum gross floor area of 1.5 m² per dwelling unit may be exempted from the calculation of gross floor area for each of Building "A", Building "B" and/or Building "C" as shown on Schedule RM6(118) hereto, provided that such gross floor area is used for bicycle storage and provided such space is located either separately or jointly in Building A and/or Building B and/or Building C; and
- (ii) a maximum gross floor area of 1.5 m² per dwelling unit may be exempted from the calculation of gross floor area for each of Building "A", Building "B" and/or Building "C" as shown on Schedule RM6(118) hereto, provided that such gross floor area is used for private indoor recreational space and provided such space is located either separately or jointly in Building A and/or Building B;
- (y) Despite clause (k), an additional gross floor area of 19,449 m² shall be permitted so that the total gross floor area of all buildings permitted on the lands shown on Schedule RM6(118) shall not exceed a total aggregate maximum of 30,954 m², exclusive of incentives, provided that:
- (i) the total gross floor area, exclusive of incentives, of Building "A" shall not exceed 18,500m²;
- (ii) the total gross floor area, exclusive of incentives, of Building "B" shall not exceed 11,250 m²; and
- (iii) the total gross floor area, exclusive of incentives, of Building "C" shall not exceed 5,000 m²;
- (z) Despite clause (m), an additional 210 dwelling units shall be permitted, to a total aggregate maximum of 385 dwelling units in all buildings provided that:
- (i) the maximum number of dwelling units within Building "A" shall be 210 units;

Additional
Gross Floor
Area:
Incentives
Incentive:
Bicycle
Storage

Incentive:
Private
indoor
recreational
space

Maximum
Gross
Floor Area

Maximum
Dwelling
Units

- (ii) the maximum number of dwelling units within Building "B" shall be 122 units; and
 - (iii) the maximum number of dwelling units within Building "C" shall be 80 units;
- Maximum Building Height
- (aa) Despite clause (o), the maximum building height above established grade shall be as shown on Schedule RM6(118);
 - (bb) Despite clauses (k), (m), (y) and (z), the rental replacement units in Building "C" shall be available for occupancy before or at the same time as any other new dwelling unit is available for occupancy in Building "A" or Building "B";
- Building "C"
- (cc) For the purposes of Development Charges By-law 547-2004 and any successor by-laws under the Development Charges Act, the Education Act, and successor legislation, Building "C" is conclusively deemed to be an "apartment house dwelling" and contain apartment units as defined in By-law 476-1999.
 - (dd) Notwithstanding the foregoing, the owner and the City may modify or amend the said agreement(s), from time to time and upon the consent of the City and the owner, without further amendment to those provisions of this zoning by-law which identify the facilities, services and matters to be secured.

4. Section 64.13 of By-law No. 7625 is amended by adding the following subsection:

"64.13-(67) R4(67)

EXCEPTION REGULATIONS

- 163 Maplehurst Ave. (a) Despite the provisions of Section 13 of Bylaw No. 7625, accessory uses, aisles, at or below-grade parking, loading, access, recreational space, yards, landscaping, driveways and walkways associated with the development outlined in Exception RM6(118) are permitted

5. By-law No. 28182, as amended, is hereby further amended as follows:

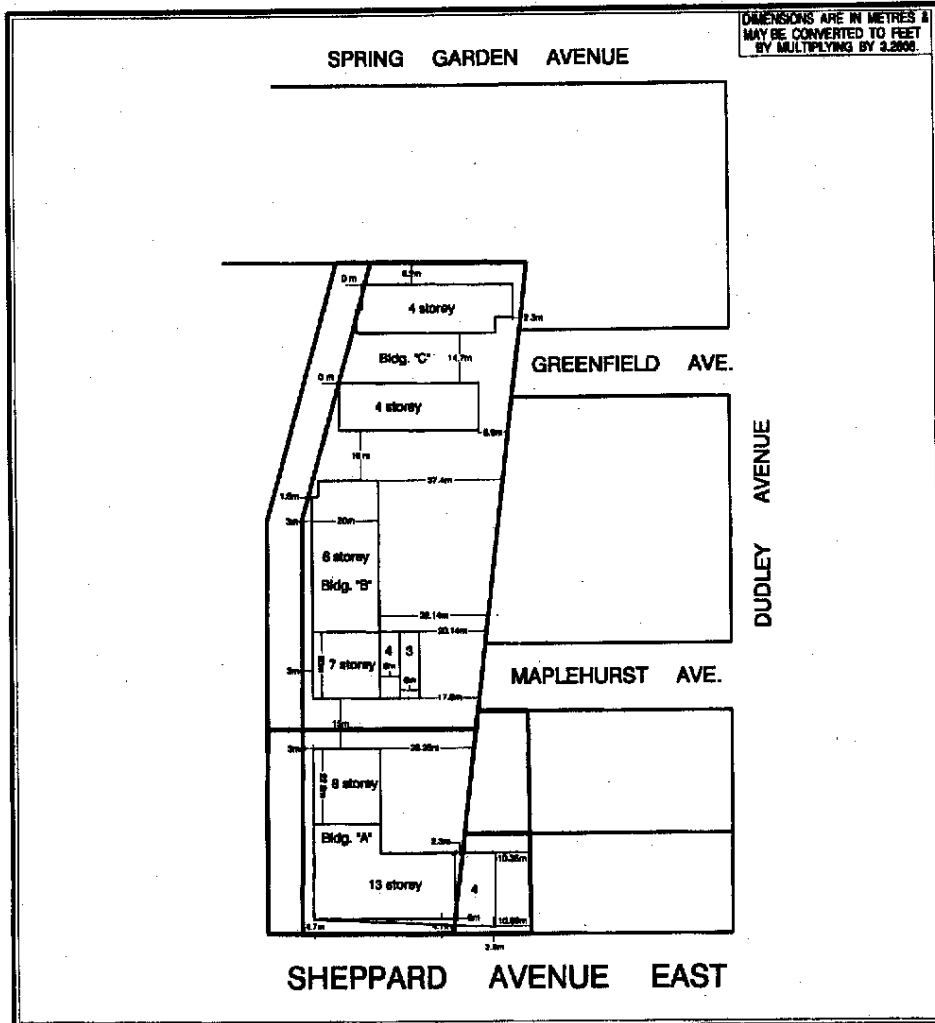
- (a) Schedules "A" and "B" of By-law 28182, as amended by By-law 30186, are hereby deleted and Schedules "A" and "B", attached hereto, are hereby substituted in their place;
- (b) Section 7 and Section 8 of By-law 28182, as amended, are hereby deleted;
- (c) Clause (a) of Section 9 of By-law 28182, as amended, is hereby amended by replacing the reference to "250%" with "326%" and by replacing the reference to "180%" with "255%";
- (d) Section 12 is added by inserting the following text:
 - "12. The regulations of Exception RM6(118) shall supersede the provisions and regulations of Bylaw 28182, as amended, as are applicable to the lands shown on Schedule RM6(118) but shall not apply to nor affect the balance of the Bylaw 28182 lands for purposes of zoning conformity."

- (e) By-law 28182, as amended, be and the same is hereby ratified and confirmed in all other respects.

ENACTED and PASSED this _____ day of _____ A.D., 20 ____.

Mayor

City Clerk



This is Schedule "RM6(118)" to By-Law _____
 passed the _____ day of _____, 20____

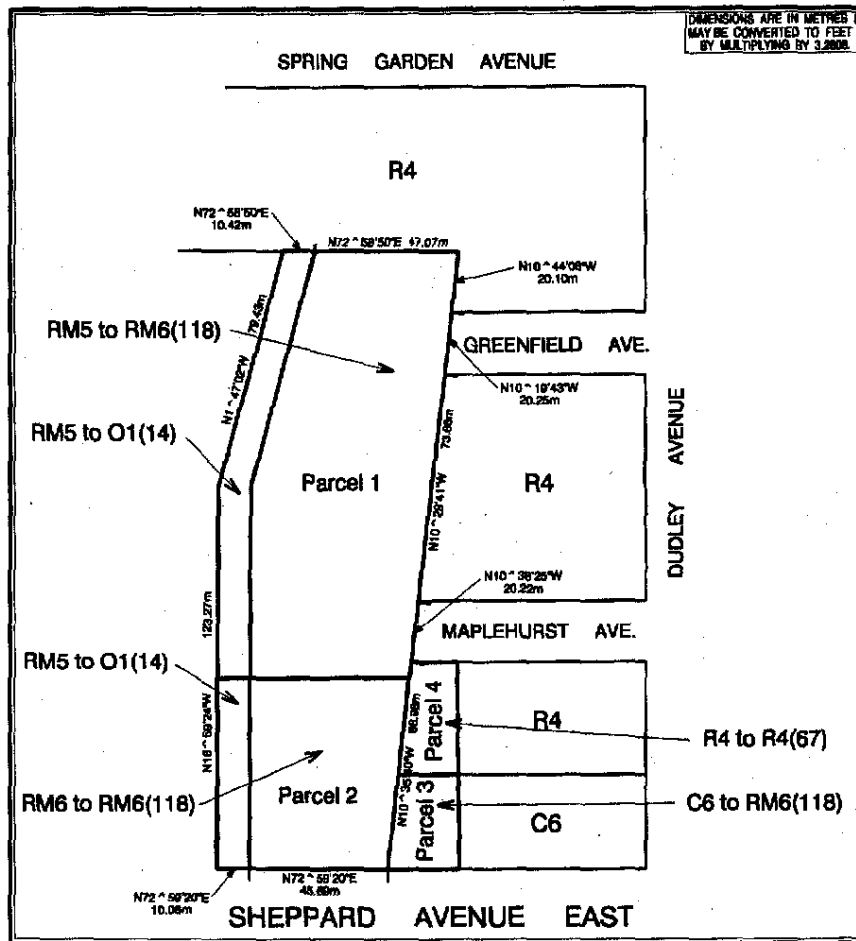
(Sgd.) _____ (Sgd.) _____
 CLERK MAYOR

Location:

File No. UDZ-00-04 & UDOP-99-05	Prepared by: A.A.	Approved by: K.W.	Date: MAY 7, 2002	Filename: RM6(118)
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Source: Zoning, By-Law, Lot Line, Street Line and Street Name Data - City of Toronto, City Planning Division, North District.
 Street lines represent street dedications/road allowances and do not represent actual as-built curb lines of streets.





This is Schedule " 1 " to By-Law _____
 passed the _____ day of _____, 20 ____

(Sgd.) _____ (Sgd.) _____
 CLERK MAYOR

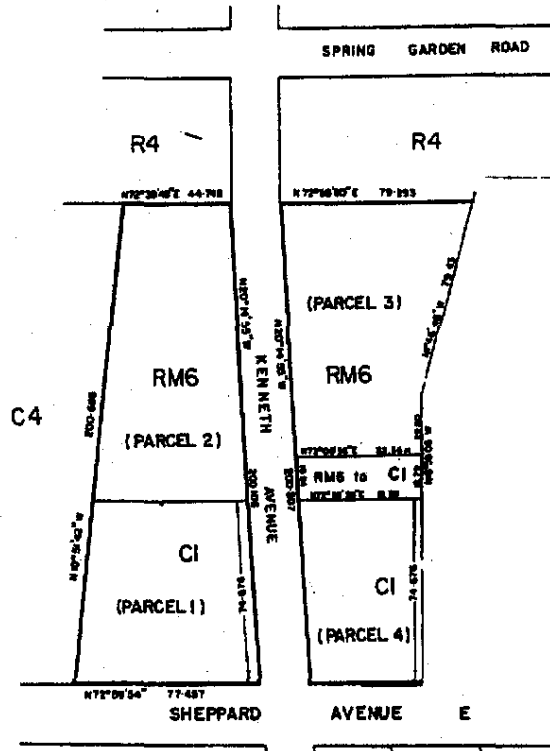
Location: _____

File: UDZ-00-04 & UDOF-99-05 Prepared by: A.A. Approved by: K.W. Date: MAY 7, 2002 Filename: RM6(118)

Source: Zoning, By-Law, Lot Line, Street Line and Street Name Data - City of Toronto, City Planning Division, North District.
 Street lines represent street declaration/road allowances and do not represent actual on-track curb-line of streets.

CITY OF TORONTO
City Planning Division

SUBJECT PROPERTY



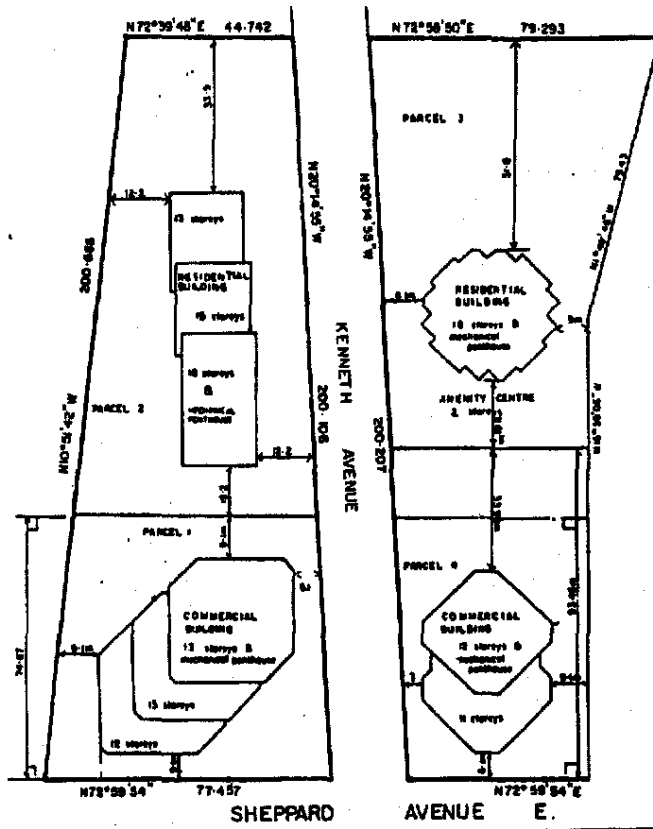
This is Schedule "A" to By-Law _____
 passed the _____ day of _____, 20____

(Sgd) _____ (Sgd) _____
 CLERK MAYOR

City of Toronto
 City of Toronto
 PROPERTY

Location:
 File No. **015-2814 & 015-2815** Prepared by: **A.A.** Approved by: **K.W.** Date: **MAY 7, 2002** File name: **RM6(118)**

Source: Planning, Design, and Construction Services Division, Toronto Public Works Department.
 Street front, rear, and side elevations, total dimensions and do not represent actual ground conditions.



This is Schedule "B" to By-Law _____ passed the _____ day of _____, 20____		
(Sigd) _____ CLERK	(Sigd) _____ MAYOR	
Location: _____		
File No. 1002-20-06 & 1117-07-29-05	Prepared by: A.A. Approved by: K.W. Date: May 9, 2002	Filename: RM6(118)B.sj
<small>Source: Existing City-Use, City-Use, Street-Use and Street-Name Data - City of Toronto, City Planning Division, North District. Street names represent actual street names/road alignments and do not represent actual or built road lines of streets.</small>		

SCHEDULE "D" – PARK DEDICATION LANDS

The lands to be dedicated for parkland purposes in accordance with this Agreement are generally described as:

1. the northerly portion of Part 31 on Plan 66R-13018, having an area of 629 square meters;
2. Parts 22, 24, 30 and a portion of the southerly portion of 31 on Plan 66R-13018, having a combined area of 1260 square meters; and
3. the balance of the southerly portion of Part 31 on Plan 66R-13018, having an area of 150 square meters.

SCHEDULE "E" - NOTICE TO ELIGIBLE TENANTS

NOTICE

<INSERT NAME OF ELIGIBLE TENANT>

<INSERT LAST KNOWN ADDRESS>

This notice is given pursuant to an Agreement¹ made November 28, 2008 between Kenneth-Sheppard Limited and the City of Toronto.

You are a former tenant of a rental unit at 160 Greenfield Avenue, 150 Maplehurst Avenue or 120 Sheppard Avenue East in the City of Toronto and under the Agreement you have a right of first refusal to occupy a

one bedroom

OR

<check appropriate box based on unit type occupied
[bachelor units are treated as one bedroom units]

two bedroom

Rental Replacement Unit in the Rental Replacement Building to be located at <insert municipal address of Building "C">, in accordance with the attached draft Seniority List.

If you occupied a bachelor unit on the date you received your first Notice of Termination you are eligible to occupy a one bedroom Rental Replacement Unit.

Please note that you may choose to have the right of first refusal to occupy to a Rental Replacement Unit that is different than the type of unit you occupied when you received your first Notice of Termination. If you do choose to have the right of first refusal to occupy to a different Rental Replacement Unit, then your name will be placed at the bottom of the Final Seniority List.

If you disagree with your Initial Possession Date shown for you on the draft Seniority list you must tell us what you think your Initial Possession Date should be and send to us documents supporting that date. **If you do not submit such documents your Initial Possession Date shown on the draft Seniority List will not be changed on the Final Seniority List. Please note that we have that if you submit documents we have the absolute right to accept or reject the information in the documents. If we accept the information, your Initial Possession Date will be changed on the Final Seniority List. If we reject the information your Initial Possession Date shown on the draft Seniority List will not be changed on the Final Seniority List.**

We estimate that the initial Rent for a:

One bedroom unit will be: \$█ per month; and

Two bedroom unit will be: \$█ per month

Please note:

- (a) the initial Rent is an estimate and is subject to adjustment under the Agreement. We will provide a further estimate of the Rent at a later date.

¹ Eligible Tenants are advised to review the Agreement, a copy of which is on file with the City of Toronto and available for review at <INSERT LOCATION AND NAME AND PHONE NUMBER OF CONTACT>. Please note capitalized words in this notice have the same meaning as the same capitalized word in the Agreement and in the case of a conflict between this notice and the Agreement, the Agreement shall prevail

That final Rent may be higher than the initial Rent and will be subject to Rent increases in accordance with the Agreement; and

- (b) the initial Rent includes heat, hydro and water only. It does not include such things as parking, telephone and cable television.

Please indicate in the space provided below the type unit you want to have the right of first refusal to occupy and mail this form back to us.

If we do not receive this form back signed by you by <insert last day to return form>, you will no longer have a right of first refusal to occupy a Rental Replacement Unit and all your rights to such a unit under the Agreement will be terminated.

Please note that you:

- (a) must notify us of any change in your address. If you do not advise of us of your new address, you will lose for all time your right of first refusal to occupy a Rental Replacement Unit; and
- (b) you have the right at any time to write to us giving up your right of first refusal to occupy a Rental Replacement Unit and that if you do give up that right you will lose for all time your right of first refusal to occupy a Rental Replacement Unit

If you sign and return this form to us by the above date, we will write to you notifying you of the unit number assigned to you, the location to which you must come during business hours to sign a tenancy agreement and provide payment of your estimated first and last months' Rent , the deadline for signing the tenancy agreement and providing the Rent and the latest date to which you can delay the start of your tenancy of the unit. **If you do not sign the tenancy agreement and provide the Rent by the deadline, then you lose for all time your right of first refusal to occupy the Rental Replacement Unit and all your rights to the unit under the Agreement will be terminated. Please note that signing this form does not obligate you to sign a tenancy agreement.**

DATED THIS ____ day of _____, _____.

per _____

I WISH TO RENT ONE OF THE FOLLOWING RENTAL REPLACEMENT UNITS IN THE RENTAL REPLACEMENT BUILDING. I UNDERSTAND THAT THE INITIAL RENT SHOWN FOR THAT UNIT IS AN ESTIMATE:

MY FIRST CHOICE IS : _____ <INSERT THE UNIT NUMBER>

MY ALTERNATE CHOICES ARE:

_____ <INSERT THE UNIT NUMBER >

_____ <INSERT THE UNIT NUMBER>

_____ <INSERT THE UNIT NUMBER>

DATE: _____

<insert name of Eligible Tenant>

SCHEDULE "F" – TENANCY AGREEMENT CLAUSES

The following clauses shall be included in any tenancy agreement between the Owner and a tenant of a Rental Replacement Unit where such unit is rented during the Rental Replacement Period: The City acknowledges and agrees nothing in this Schedule prohibits the Owner from requiring a tenant to execute a tenancy agreement containing additional clauses provided such clauses are not inconsistent with the Agreement and this Schedule.

1. SECTION 37 AGREEMENT.

- (a) Kenneth-Sheppard Limited and the City of Toronto entered into an agreement under section 37 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended made November 28, 2008 (the "Section 37 Agreement"). The Landlord is bound by the Section 37 Agreement. The Section 37 Agreement, among other things, addresses the establishment of the initial rent for the Premises and subsequent rent increases. A copy of the Section 37 Agreement can be reviewed at the office of the Landlord's property manager, ■ (hereinafter referred to as the "Property Manager") at [address of Property Manager].

2. RENT.

- (a) Amount. The Tenant covenants and agrees to pay to the Landlord, without any deduction, abatement or set-off of any kind whatsoever, at the office of the **Property Manager**, or at such place as directed in writing from time to time, the following rent (the "Rent"):

Basic monthly rent for Premises \$ _____
PLUS monthly rent for _____ parking spaces(s) \$ _____
PLUS monthly rent for _____ storage space(s) \$ _____

TOTAL MONTHLY RENT \$ _____

- 3. **RENT INCREASES.** The Landlord may increase the Rent for the Premises as permitted by the Section 37 Agreement and the *Residential Tenancies Act*, 2006 as amended or any successor legislation (the "Act") annually, notwithstanding the Term of this Tenancy Agreement. Where the increase permitted by the Section 37 Agreement is less than the increase permitted under the Act, the former shall apply. Landlord shall comply with the applicable notice requirements set forth in the Act, which shall be delivered to Tenant in accordance with the provisions of this Tenancy Agreement, unless otherwise required by the Act. The Tenant's continued possession of the Premises on the effective date of the increase shall constitute Tenant's agreement to pay the increased rental amount.

4. RENT DEPOSIT.

- (a) The Tenant agrees to deposit with the Landlord the sum of \$ _____, by cash or certified cheque, as a rent deposit (the "Deposit") to be applied in payment of Rent for the last month under this Tenancy Agreement. The Landlord agrees to pay interest annually on the **Deposit** at the rate required by the Act. Immediately following any increase in the Rent the Tenant shall pay to the Landlord an additional amount to increase the **Deposit** such that the **Deposit** then held will equal the Rent for one month, as increased. As of the date of this Tenancy Agreement, the Landlord acknowledges receipt of the **Deposit** in the amount of \$ _____.

- 5. **REALTY TAXES.** The Landlord will pay all realty taxes with respect to the Premises as assessed against the Landlord provided that if the Tenant wishes to change the assessment for school purposes, the Tenant will pay any increased costs resulting therefrom, if allowed by law. Since realty taxes are included in

rent, any increases and decreases in rent resulting from changes in realty taxes shall be made in accordance with the Section 37 Agreement.

6. **ASSIGNMENT AND SUBLET.**

(a) **No Assignment.** The Tenant acknowledges, covenants and agrees that, in accordance with the Section 37 Agreement, the tenancy and the right to occupy the Premises are personal to the Tenant. The Tenant shall not assign, sublet or part with possession of the Premises or any parking spaces or storage spaces rented to the Tenant without the written consent of the Landlord which consent may be withheld arbitrarily.

7. **HYDRO, HEAT AND WATER.** If the Landlord shall furnish the Tenant hydro, heat and/or water during the Term of this Tenancy Agreement, only a reasonable amount of hydro, heat or water shall be provided at all reasonable hours, if the weather and outside temperature require it, except when prevented by strike, accident or other cause beyond the control of the Landlord, and except during the repairing of the apparatus provided for furnishing such hydro, heat or water. The Landlord shall not be liable for any injury or damage whatsoever which may arise, or accrue either from its furnishing or its failure to furnish hydro, heat or water, regardless of the cause, or on account of any defects in the Premises or Building whether such failure shall arise from or be due to the negligence on the part of the Landlord, or not, nor shall there be an abatement of the Rent by the reason of such failure.

8. **CONDOMINIUM.** The Tenant is hereby notified that, under the circumstances described in the Section 37 Agreement, the Landlord reserves the right to register the Premises and the Building as a condominium. If and when such registration takes place, all legal requirements will be observed and the validity of this Tenancy Agreement protected. However, upon any such registration, the Tenant's right to use and occupy the Premises, the parking space(s) and the storage space(s) hereby allotted, if any, and the common elements of the condominium so created shall be subject and subordinate in all respects to the provisions of the *Condominium Act, 1998*, as amended, the registered declaration and by-laws of the condominium corporation and such rules and regulations as the Board of Directors of the condominium corporation may from time to time pass. In such event, the Tenant acknowledges and agrees that failure to comply with the *Condominium Act, 1998*, the registered declaration and by-laws of the condominium corporation and the rules and regulations shall constitute a material breach of this Tenancy Agreement and shall entitle either or both of the Landlord and the condominium corporation to apply for an Order terminating this Tenancy Agreement.

SCHEDULE "G" – LIST OF ARBITRATION PROVIDERS

The following is the list of approved Arbiters and Arbitration Services under the Agreement.

Arbiters

Duncan Glaholt – Glaholt & Associates

Stanley Naftolin – Goldman, Sloan, Nash & Haber

Don Short – Faskin Martineau

Arbitration Services

ADR Chambers

SCHEDULE "H" – READY FOR OCCUPANCY NOTICE

NOTICE

<INSERT NAME OF ELIGIBLE TENANT>

<INSERT LAST KNOWN ADDRESS>

This notice is given pursuant to an Agreement² made November 28, 2008 between Kenneth-Sheppard Limited and the City of Toronto.

You are a former tenant of a rental unit at 160 Greenfield Avenue, 150 Maplehurst Avenue or 120 Sheppard Avenue East in the City of Toronto.

You occupied or elected to have a right of first refusal to occupy a

one bedroom

OR

<check appropriate box based on unit type occupied [bachelor units are treated as one bedroom units] or selection in response to the Notice to Eligible Tenants>

two bedroom

Rental Replacement Unit in the Rental Replacement Building to be located at <insert municipal address of Building "C">, in accordance with the attached Notice to Eligible Tenants

You will find attached to this notice:

1. floor plans showing the layout of the type of unit for which you have a right of first refusal to occupy;
2. a drawing showing the location within the Rental Replacement Building of the type of unit for which you have a right of first refusal to occupy;
3. the initial Rent for each unit. Please note:
 - (a) the initial Rent is an estimate and is subject to adjustment under the Agreement. We will advise you of the final Rent at a later date. **That final Rent may be higher than the initial Rent and will be subject to Rent increases in accordance with the Agreement.**
 - (b) the initial Rent includes heat, hydro and water only. It does not include such things as parking, telephone and cable television.

Please indicate in the space provided below your desired unit number (for instance, Unit 107) based on the numbering on the attached floor plans, and mail this form back to us.

Please note that the units will be assigned based on seniority as set out on the Final Seniority List with the tenants having the greatest seniority for each unit type being given first preference. For that reason we suggest you list your first choice and up to three alternatives in the space provided below.

² Eligible Tenants are advised to review the Agreement, a copy of which is on file with the City of Toronto and available for review at <INSERT LOCATION AND NAME AND PHONE NUMBER OF CONTACT>. Please note capitalized words in this notice have the same meaning as the same capitalized word in the Agreement and in the case of a conflict between this notice and the Agreement, the Agreement shall prevail

If due to your seniority, none of your choices are available, you will be assigned the next available unit of a similar type.

If we cannot assign to you a unit of a similar type, and if another type of unit is available we will offer to assign that type to you.

If no other type of unit is available or if you do not wish to occupy the alternative Rental Replacement Unit suggested by us, your name will remain on the Final Seniority List. If a Rental Replacement Unit becomes available on or before <insert date of the end of the right of first refusal process> you will be offered the right to occupy that unit.

If we do not receive this form back signed by you by <insert date of the end of the right of first refusal process>, you will no longer have a right of first refusal to occupy a Rental Replacement Unit and all your rights to such a unit under the Agreement will be terminated.

If you sign and return this form to us by the above date we will notify you when the Rental Replacement Unit you have selected is ready for occupancy and the rent for the unit you selected. This notice will also set out the process and deadline for signing a tenancy agreement for the selected Rental Replacement Unit and for occupying that unit.

DATED THIS ____ day of _____, _____.

per

I WISH TO RENT ONE OF THE FOLLOWING RENTAL REPLACEMENT UNITS IN THE RENTAL REPLACEMENT BUILDING. I UNDERSTAND THAT THE INITIAL RENT SHOWN FOR THAT UNIT IS AN ESTIMATE:

MY FIRST CHOICE IS : _____ <INSERT THE UNIT NUMBER>

MY ALTERNATE CHOICES ARE:

_____ <INSERT THE UNIT NUMBER >

_____ <INSERT THE UNIT NUMBER>

_____ <INSERT THE UNIT NUMBER>

DATE: _____

<insert name of Eligible Tenant>