

Authority: Etobicoke York Community Council Report No. 7, Clause No. 4,  
as adopted by City of Toronto Council on September 28, 29 and 30, 2005  
Enacted by Council: December 7, 2005

## CITY OF TORONTO

### BY-LAW No. 1046-2005

#### **To amend the General Zoning By-law No. 438-86 of the former City of Toronto with respect to lands municipally known as part of 1100 Lansdowne Avenue.**

WHEREAS authority is given to Council by Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to pass this By-law; and

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

The Council of the City of Toronto HEREBY ENACTS as follows:

1. The densities of development permitted by this by-law are permitted subject to compliance with the conditions set out in this by-law and in return for the provision by the *owner* of the *lot* of the facilities, services and matters set out in Appendix 1 hereof, the provision of which shall be secured by an agreement or agreements pursuant to Section 37 of the *Planning Act*. Appendix 1 shall form part of this by-law.
2. Upon execution and registration of an agreement or agreements by the *owner* of the *lot*, pursuant to Section 37 of the *Planning Act*, securing the provision of the facilities, services and matters set out in Appendix 1 hereof, the *lot* is subject to the provisions of this by-law.
3. Except as otherwise provided herein, the provisions of former City of Toronto By-law No. 438-86, as amended, being “A By-law to regulate the use of land and the erection, use, bulk, height, spacing of and other matters relating to buildings and structures and to prohibit certain uses of lands and the erection and use certain buildings and structures in various areas of the City of Toronto”, shall continue to apply to the *lot*.
4. District Map No. 48J-322 contained in Appendix “A” of By-law No. 438-86, as amended, is further amended by redesignating the lands outlined by heavy lines on Map 1 attached to and forming part of this By-law from “I3 D3” to “R4 Z2” as shown on the said Map 1.
5. None of the provisions of sections 2(1) with respect to the definition of *owner*, *lot*, Sections 4(4), 4(9), 4(12), 4(13), Section 6(1)(f), 6(3) PART II, 6(3) PART III 1(a) and 3(c), of the aforesaid by-law as amended, shall apply to prevent the erection and use of the existing building as a *residential building* containing *dwelling units* and/or *live-work units* and *accessory* uses thereto on the *lot*, as shown on Map 1, attached to and forming part of this by-law provided that:
  - (i) the aggregate number of *dwelling units* and *live-work units* does not exceed 104;

- (ii) Not less than a total of 112 *parking spaces* is to be provided on the *lot*, with a minimum 8 of the *parking spaces* provided on the *lot* for visitors;
- (iii) No part of the existing building or any addition above *grade* shall extend beyond the heavy lines shown on Map 2;
- (iv) Notwithstanding the provisions of clause 5 iii) of this by-law, nothing shall prevent the construction of stair structures along the southerly 67.05 metres (220 feet) of the building adjacent to Lansdowne Avenue, as shown on Map 2 attached to and forming part of this by-law;
- (v) Not less than 75 bicycle parking spaces be provided on the *lot*, but none of the required bicycle parking spaces shall be provided within a *dwelling unit* or *live-work unit*;
- (vi) A minimum 148 square metres of indoor *residential amenity space* is provided on the *lot*;
- (vii) A minimum 1000 square metres of indoor exhibition/recreation space is provided on the *lot*;
- (viii) The *live-work units* permitted on the *lot* shall be non-offensive in nature.

**6.** For the purpose of this By-law:

- (1) “*lot*” means those lands delineated by heavy lines as shown on Map 1, attached to and forming part of this by-law, and shall be deemed to be one *lot* regardless of any conveyance or easements made or granted after the day this by-law comes into force;
- (2) “*owner*” of the *lot* means the *owner* of the fee simple of the *lot*;
- (3) The lowest floor level of the building is to be exempt for the *residential gross floor area* calculation;
- (4) Each other word or expression which is italicized in this by-law shall have the same meaning as each word or expression as defined in the aforesaid By-law No. 438-86, as amended.

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

ENACTED AND PASSED this 7th day of December, A.D. 2005.

DAVID R. MILLER,  
Mayor

ULLI S. WATKISS  
City Clerk

(Corporate Seal)

## (a) APPENDIX 1

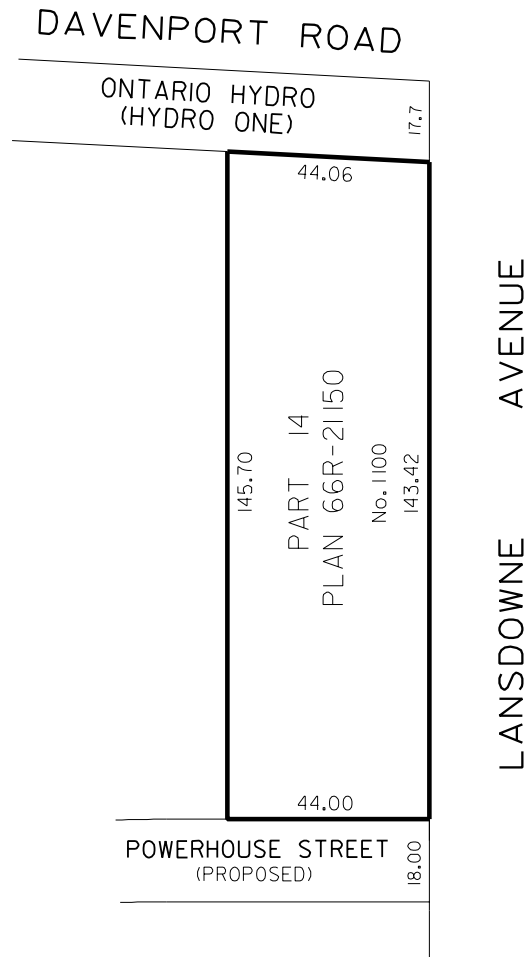
## SECTION 37 PROVISIONS

The facilities, services and matters set out herein are the facilities, services and matters required pursuant to Section 37(1) of the *Planning Act*, the provision of which to the City by the *owner* of the *lot* shall be secured by an agreement or agreements pursuant to Section 37(3) of the *Planning Act*:

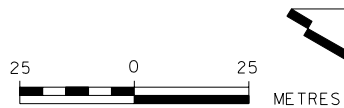
- (1) the *owner* is to provide \$50,000 to the City to be applied to the future park at 940-1100 Lansdowne Avenue and to park facilities in the area as identified by the City in consultation with the local area Councillor;
- (2) the Parks, Forestry and Recreation Division is to secure an amount equivalent to the Parks and Recreation component of the Development Charges payable for Phase 2 for the improvement of the proposed park Above Base park standards. Accordingly, a letter of credit will be required for the parks and recreation component of the development charge in lieu of cash payment of that portion and it will be held by the City until the installation of the Above Base Park improvements have been completed by the *owner*;
- (3) the *owner* must register a joint access agreement on title to both the *lot* and the Phase 1 development lands, located immediately to the west of the *lot*, in perpetuity to the satisfaction of City of Toronto Technical Services and the City Solicitor;
- (4) the *owner* shall file a Record of Site Condition with the Ministry of Environment (MOE) for the *lot* in accordance with Ont. Regulation 153/04 and the *Environmental Protection Act*;
- (5) the *owner* shall provide to the City a copy of the Record of Site Condition for the *lot* and the acknowledgement of receipt of same by the MOE, together with confirmation from the MOE that the Record of Site Condition has passed an audit or confirmation from the MOE that it will not carry out an audit;
- (6) the *owner* is to engage a consultant to undertake an analysis of noise and provide abatement measures necessary to achieve the maximum level limits set by the MOE and Canadian National Railway;
- (7) the *owner* is to provide warning clauses for such matters as noise, vibration, non-residential activities, environmental and school capacity in all offers of purchase and sale, or rental agreements;
- (8) the *owner* shall enter into and register a heritage easement agreement to conserve the building situated on the *lot* referenced as Building No. 13;

- (9) At the time of registration of the plan of condominium for Building 13:
- (i) the *owner's* solicitor is to provide to the City a sworn affidavit satisfactory to the City Solicitor, in consultation with the City's Chief Planner or his designate, confirming that arms length agreements of purchase and sale have been entered into for 10 one-bedroom *dwelling units* on the *lot*, and that the sale prices of those *dwelling units* meet the intent of the City's applicable affordable housing policies, City of Toronto Official Plan as adopted by Council November 2002; and
  - (ii) At the time of registration of the plan of condominium for Building 13, the *owner's* solicitor shall provide to the City a sworn affidavit satisfactory to the City Solicitor, in consultation with the City's Chief Planner or his designate confirming the title description and the final sale price of the affordable *dwelling units* at the time of transfer and that no other monies have been paid by the purchaser of the affordable *dwelling unit* in relation to material matters associated with or for the exclusive use of the affordable *dwelling unit* including but not limited to storage space, *parking space*, or upgraded finishes or furnishings;
- (10) The Section 37 Agreement shall secure the provision of the said facilities, services and matters, and be in a form satisfactory to the City with conditions providing for: indexed escalation of financial contributions, no credit for development charges, indemnity, insurance, GST, and registration and priority of agreement.

## MAP 1

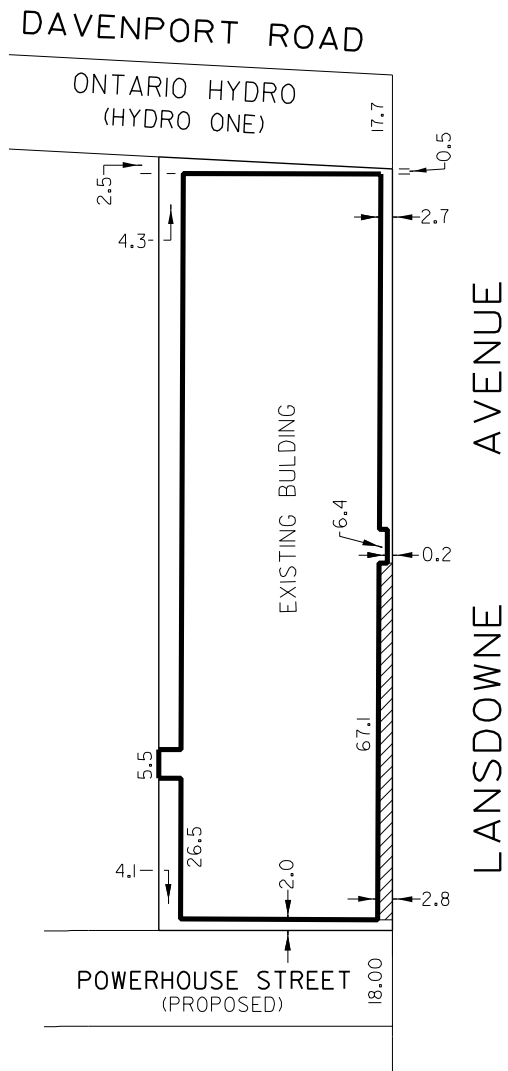


 REDESIGNATED TO "R4 Z2.0"

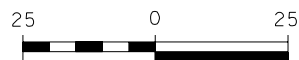


SURVEY AND MAPPING SERVICES  
TORONTO OCTOBER 2005  
BL05/1100LAN1.DGN  
FILE: L14-Z4  
MAP No. 48J-322 DRAWN: VG

## MAP 2



AREA WHERE STAIR STRUCTURES ARE PERMITTED



METRES



SURVEY AND MAPPING SERVICES  
TORONTO  
BL05/1100LAN2.DGN  
FILE: L14-Z4  
MAP No. 48J-322  
OCTOBER 2005  
DRAWN: VG