

CITY OF TORONTO

BY-LAW No. 888-2011(OMB)

To amend the General Zoning By-law No. 438-86 of the former City of Toronto with respect to the lands municipally known as 620 Avenue Road and 215 and 217 Lonsdale Road.

WHEREAS the Ontario Municipal Board pursuant to Order issued on April 18, 2011, deems it advisable to amend the former City of Toronto Zoning By-law No. 438-86, as amended, with respect to lands municipally known in the year 2009 as 620 Avenue Road and 215 and 217 Lonsdale Road; and

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

WHEREAS the owner of the lands hereinafter referred to has elected to provide the facilities, services and matters as hereinafter set forth and to enter into one or more agreements to secure these;

THEREFORE pursuant to the Order of the Ontario Municipal Board issued on April 18, 2011, in Board Case No. PL090162 and File No. PL090136, By-law No. 438-86, as amended, of the former City of Toronto, is amended as follows:

1. None of the provisions of Section 2(1) with respect to the definitions of *lot*, *grade* and *height*, and Sections 4(2)(a), 4(4)(b), 4(6)(c), 4(12), 6(3) PART I 1., 6(3) PART II, 6(3) PART III 1.(b), 6(3) PART IV 2. of 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 of certain buildings and structures in the City of Toronto" shall apply to prevent the erection and use of an *apartment building* and uses *accessory* thereto on the *lot*, provided that:
 - (1) the *lot* comprises at least the lands outlined by heavy lines on the attached Map 1;
 - (2) the *apartment building* contains a maximum of 12,750 square metres of *residential gross floor area*, such maximum to exclude the *replacement component*;
 - (3) a maximum of 83 *dwelling units* may be located outside of the *replacement component*;
 - (4) a maximum of 44 *dwelling units* shall be located within the *replacement component*;
 - (5) no portion of a building or structure above the finished ground level are located otherwise than wholly within the areas delineated by heavy lines as shown on Map 2, with the exception of:
 - (i) cornices, sills, pilasters, light fixtures, ornamental elements, eaves, guardrails, canopies, parapets, roof access hatches, window washing equipment, balustrades, underground garage ramps and associated ramp

structures, vents, stacks, pipes, stairs, stair enclosures, landscape features, water features, railings, privacy screens, retaining walls, entrance canopies, patios, decks and wheel chair ramps may extend beyond the heavy lines shown on Map 2;

- (6) the *height* of any buildings or structures shall not exceed those *heights*, in metres above *grade*, following the symbol "H" shown on Map 2, provided that:
- (i) this does not prevent the erection or use of the structures, elements and enclosures permitted by Section 1. (5) of this By-law;
 - (ii) the provisions of Sections 4(2)(a)(ii)A. and C. of By-law No. 438-86, as amended, shall apply; and
- (7) *parking spaces* shall be provided on the *lot* in accordance with the following minimum requirements:
- (i) 19 *parking spaces* shall be provided for the *dwelling units* provided within the *replacement component*;
 - (ii) *parking spaces* shall be provided for all other *dwelling units* in accordance with the following minimum standards:

<i>1 bedroom dwelling units</i>	<i>0.7 parking spaces per dwelling unit</i>
<i>2 bedroom dwelling units</i>	<i>1.0 parking spaces per dwelling unit</i>
<i>3 or more bedrooms in a dwelling unit</i>	<i>1.2 parking spaces per dwelling unit</i>
 - (iii) *parking spaces* for the exclusive use of visitors shall be provided at a rate of 0.12 parking spaces per *dwelling unit* for all *dwelling units* on the *lot*;
- (8) a minimum of one loading space shall be provided on the *lot* in accordance with the following minimum dimensions:
- (i) 13.0 metres in length;
 - (ii) 3.5 metres in width, unless the loading space is vertically enclosed by a wall or fence on both sides, in which case the minimum width shall be 4.0 metres;
 - (iii) a vertical clearance of at least 6.1 metres over at least the first 8.0 metres of the loading space measured from the end of the loading space opposite the entrance to it, and a vertical clearance of at least 4.3 metres over the balance of the loading space; and

-
- (iv) the floor of at least the first 2.0 metres of the loading space measured from the end of the loading space, opposite the entrance to it, is constructed of concrete and has a slope not exceeding 2 per centum (1 cm in 50 cm).
- (9) *residential amenity space* shall be provided in accordance with the following:
- (i) a minimum of 2.0 square metres per *dwelling unit* of indoor *residential amenity space* and 2.0 square metres per *dwelling unit* of outdoor *residential amenity space* shall be provided for the *dwelling units* contained within the *replacement component*, provided that:
 - (a) the indoor *residential amenity space* is provided in a multipurpose room or contiguous multi-purpose rooms, at least one of which contains a kitchen and a washroom; and
 - (b) at least 40 square metres of the outdoor *residential amenity space* is provided in a location adjoining or directly accessible from the indoor residential amenity space.
 - (ii) a minimum of 1.8 square metres per *dwelling unit* of indoor *residential amenity space* and 2.0 square metres per *dwelling unit* of outdoor *residential amenity space* shall be provided for the *dwelling units* not contained within the *replacement component*, provided that:
 - (a) the indoor *residential amenity space* is provided in a multipurpose room or contiguous multi-purpose rooms, at least one of which contains a kitchen and a washroom; and
 - (b) at least 40 square metres of the outdoor *residential amenity space* is provided in a location adjoining or directly accessible from the indoor residential amenity space.
 - (iii) notwithstanding the requirements of Sections (i)(a) and (ii)(a) above, if the total amount of *residential amenity space* required by both Sections (i) and (ii) above is provided in one combined multipurpose room, only one kitchen and one washroom is required;
- (10) *bicycle parking spaces – occupant* and *bicycle parking spaces – visitor* shall be provided in accordance with Section 4(13) of By-law No. 438-86, as amended.
2. The owner of the *lot* is required to enter into an agreement pursuant to Section 37 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to secure the facilities, services and matters referred to below, which agreement shall be registered against the title of the *lot* in the manner and to the extent specified in such agreement. The owner of the *lot*, at the owner's expense and in accordance with, and subject to the agreements referred to above, shall provide the following facilities, services and/or matters on terms satisfactory to the Chief Planner and Executive Director, City Planning Division and the City Solicitor:

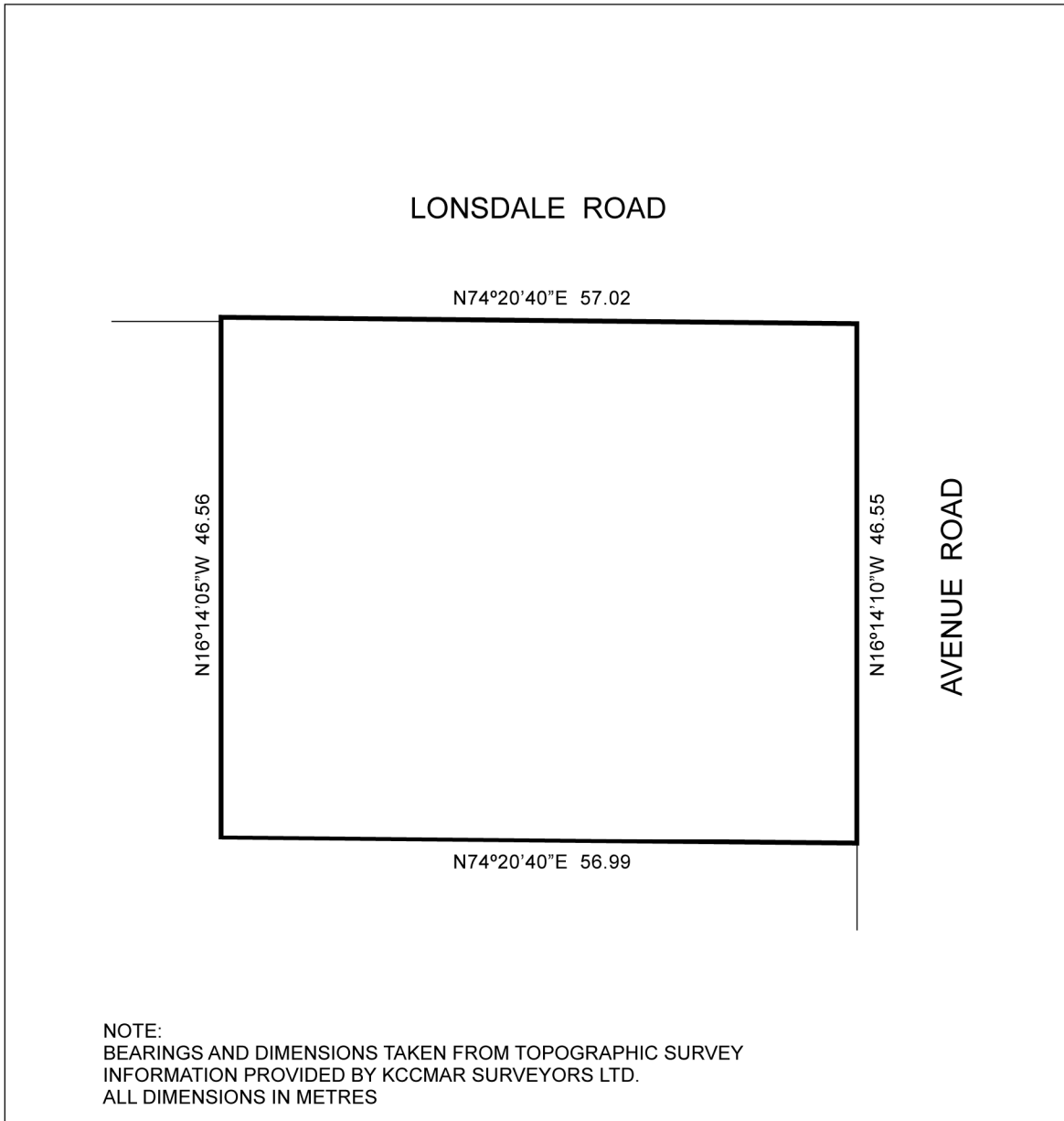
- (1) the owner of the portion of the *lot* containing the *replacement component* shall provide at least 44 new rental replacement *dwelling units* within the *replacement component* of the building, of which not less than 8 *dwelling units* shall be provided as affordable rental replacement *dwelling units* and not less than 35 shall be provided as mid-range rental replacement *dwelling units*, as such terms are defined in the agreement, subject to the following:
- (i) the rental replacement *dwelling units* shall be maintained as rental units for at least 20 years, beginning with the date that such units are (a) available for occupancy or (b) the initial commencement date in a signed offer to lease for each rental replacement *dwelling unit*, whichever is later (the "Commencement Date"). None of the rental *dwelling units* shall be registered as condominium or any other form of ownership such as life lease or co-ownerships which provide a right to exclusive possession of a unit, and no application for conversion for non-rental housing purposes, or application to demolish the rental *dwelling units* without replacement can be made for at least 20 years from the Commencement Date for each *dwelling unit*. If the tax rate were to increase such that the owner is paying more tax than they would if the rental replacement *dwelling units* were registered as a condominium, the owner will have the right to apply to convert the rental *dwelling units* to condominium prior to the expiry of the 20 year period, provided the rental *dwelling units* remain as rental *dwelling units* until the owner obtains the approval to convert the *dwelling units* to condominium;
 - (ii) all of the rental replacement *dwelling units* shall be ready and available for occupancy no later than the date by which 60% of the other *dwelling units* erected on the *lot* after the date of enactment of this amendment are available and ready for occupancy;
 - (iii) the owner shall provide and maintain affordable rents charged to the tenants who rent each of the 8 affordable rental replacement *dwelling units* during the first 10 years of occupancy, such that the initial rent shall not exceed an amount based on the 2005 Canada Mortgage and Housing Corporation Rental Market Report average rent for the City of Toronto by unit type, increased by an amount equal to 4% plus each of the annual provincial rent increase guidelines commencing in 2007 until the year the affordable rental replacement *dwelling units* are available for initial occupancy;
 - (iv) the owner shall provide and maintain mid-range rents charged to the tenants who rent 22 of the 35 mid-range rental replacement *dwelling units* during the first 10 years of occupancy, such that the initial rent shall not exceed an amount equal to 1.5 times the average rent by unit type for the City of Toronto as reported by the 2005 Canada Mortgage and Housing Corporation Rental Market Report, increased by an amount equal to 4% plus each of the annual provincial rent increase guidelines commencing in 2007 until the year the subject mid-range rental replacement *dwelling units* are available for initial occupancy;

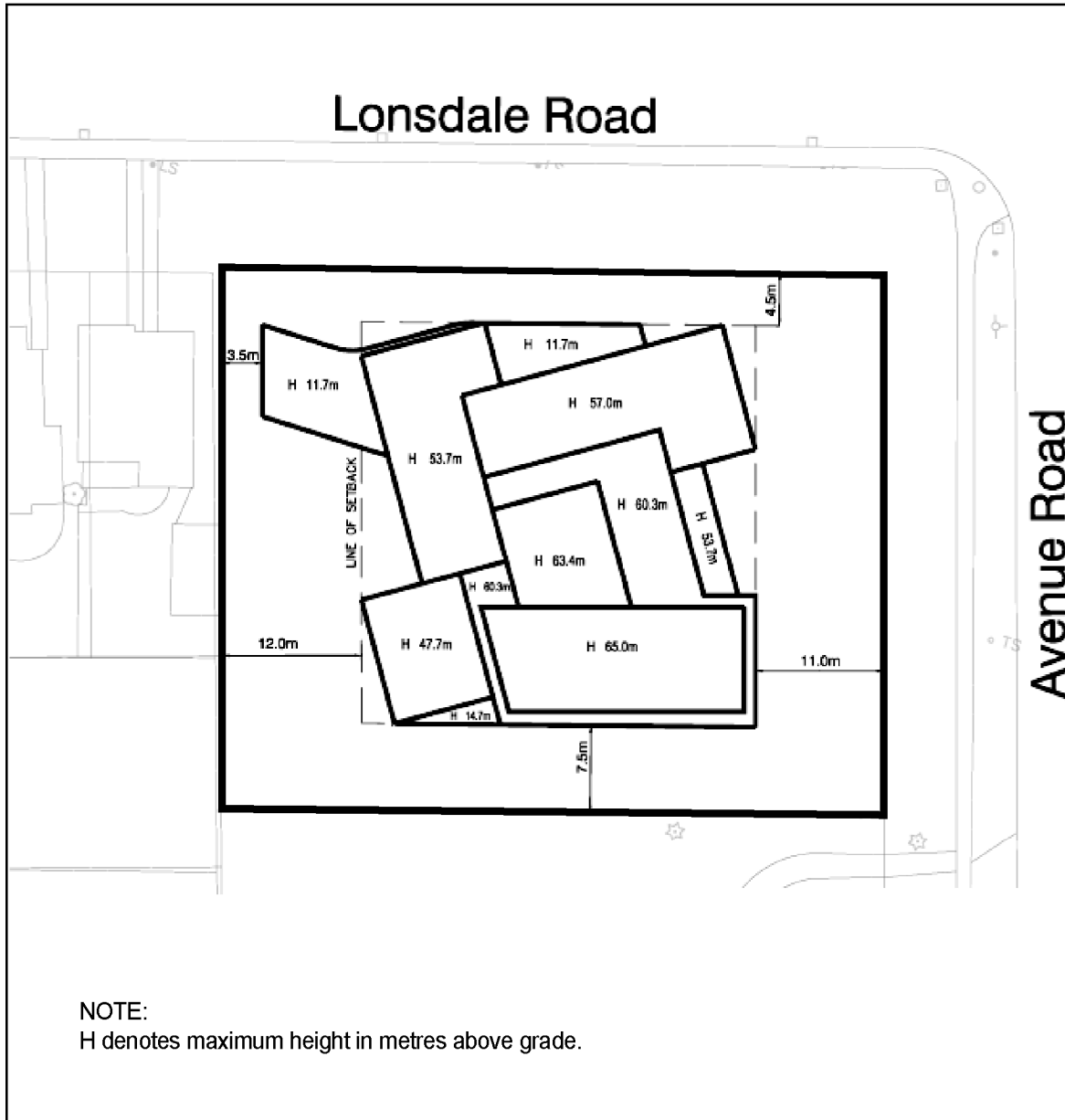
- (v) for the remaining 13 mid-range rental replacement dwelling units, the owner shall provide and maintain mid-range rents charged to the tenants during the first 5 years of occupancy, such that the initial rent shall not exceed an amount equal to 1.5 times the average rent by unit type for the City of Toronto as reported by the 2005 Canada Mortgage and Housing Corporation Rental Market Report, increased by an amount equal to 4% plus each of the annual provincial rent increase guidelines commencing in 2007 until the year the subject mid-range rental replacement *dwelling units* are available for initial occupancy;
- (vi) the 8 affordable rental replacement *dwelling units* shall be comprised of one (1) bachelor *dwelling unit*, six (6) one-bedroom *dwelling units* and one (1) two-bedroom *dwelling unit*;
- (vii) the 22 mid-range rental replacement *dwelling units* subject to the provisions of Section (iv) above, are to be comprised of fourteen (14) bachelor *dwelling units*, five (5) one-bedroom *dwelling units* and three (3) two-bedroom *dwelling units*;
- (viii) the 13 mid-range rental replacement *dwelling units* subject to the provisions of Section (v) above, are to be comprised of three (3) one-bedroom *dwelling units* and ten (10) two-bedroom *dwelling units*;
- (ix) increases to the initial rents charged to tenants occupying any of the 43 affordable or mid-range rental replacement *dwelling units* after the first year of occupancy shall not exceed the Provincial rent guideline and, if applicable, permitted above guideline increases;
- (x) upon turn-over, rents charged to a new tenant occupying any of the 43 affordable or mid-range rental replacement *dwelling units* during the 10 and 5 year periods set forth in Sections (iii), (iv) or (v) above, shall not exceed the greater of the most recently charged rent or the most recently reported Canada Mortgage and Housing Corporation Rental Market Report average rent, or 1.5 times average rent as appropriate for the City of Toronto by unit type;
- (xi) rents charged to tenants occupying any of the 43 affordable or mid-range rental replacement *dwelling units*, prior to and at the end of the 10 year or 5 year periods set forth in Sections (iii), (iv) and (v) above, shall be subject only to annual increases which do not exceed the Provincial rent guideline and, if applicable, permitted above guideline increases, so long as they continue to occupy their *dwelling unit* or until expiry of the rental tenure period set forth in Section (i) above, at which time there shall be a phase-in-period of at least 3 years for rent increases;

- (xii) rents charged to tenants newly occupying an affordable rental replacement *dwelling unit* or a mid-range rental replacement *dwelling unit* after the completion of the 10 year and 5 year periods set forth in (iii), (iv) and (v) above, will not be subject to restrictions by the City of Toronto under the terms of the Section 37 Agreement;
 - (xiii) common laundry facilities shall be provided in the *apartment building* for use by the tenants of the dwelling units provided in the rental replacement component;
 - (xiv) the parking rate for each of the 19 *parking spaces* provided for the *replacement component*, when assigned to the occupants of the 43 replacement rental *dwelling units* during the 10 and 5 year periods set forth in Sections (iii) (iv) and (v) above, as appropriate, shall be no more than \$100.00 monthly for the first year of occupancy, and may be increased thereafter annually by no more than the annual provincial rent increase guideline until the expiry of their tenancy or the rental tenure period provided for in Section (i) above; and
 - (xv) tenant relocation assistance, including the right to return to a replacement rental unit at similar rents, shall be provided to tenants who were resident in the existing building on April 1, 2006 and who remain eligible to receive that assistance as of October 1, 2009.
- (2) The owner of the *lot* shall make reasonable commercial efforts to achieve LEED Silver certification and shall provide documentation respecting the certification process for the development to the City.
 - (3) The owner of the *lot* will incorporate into the construction of the building the exterior materials generally shown on 1:50 scale drawings of the first four floors of the proposed building with building materials labeled to the satisfaction of the Chief Planner and Executive Director, City Planning Division. Such exterior materials are to be secured in the Section 37 Agreement as a legal convenience, recognizing that the drawings may be subject to change without a need to amend the Section 37 Agreement, but only if so determined through the Site Plan approval process. The maintenance of the materials shall be the responsibility of the owner of the subject portion of the building.
 - (4) The owner of the *lot* will submit, to the satisfaction of the Chief Planner and Executive Director of the City Planning Division, an appropriate Construction Mitigation Plan and Resident Communication Strategy prior to the issuance of the first building permit (excluding excavation permit).
 - (5) The owner of the *lot* will be required to provide and maintain an irrigation system for the proposed trees within the public road allowances, including an automatic timer designed to be water efficient by a Certified Landscape Irrigation Auditor (CLIA) and constructed with backflow preventer to the satisfaction of the Executive Director, Technical Services.

- (6) The owner of the lot shall pay a cash-in-lieu of parkland dedication in an amount equal to the value of 5% of the land, which would otherwise be required to be conveyed to the City for park and other recreational purposes under Section 42(1) of the *Planning Act*, in fulfillment of all City requirements for parkland dedication or cash-in-lieu of parkland payments under the *Planning Act*, the *Condominium Act*, or otherwise.
3. None of the provisions of By-law No. 438-86, as amended, or this By-law, shall apply to prevent a *sales office* on the *lot* as of the date of the passing of this By-law.
4. Definitions:
- (1) for the purpose of this By-law and subject to Section 4(2) below, the terms set forth in italics shall have the same meaning as such terms have for the purposes of By law No. 438-86, as amended; and
- (2) the following definitions shall apply:
- (i) "*grade*" shall mean an elevation of 160.5 metres Canadian Geodetic Datum;
- (ii) "*height*" shall mean the vertical distance between *grade* and the highest point of the building or structures;
- (iii) "*replacement component*" shall mean the combined area of the second, third and fourth floors of the *apartment building* to be constructed on the *lot* after the date of enactment of this By-law, containing a minimum of 44 rental replacement *dwelling units* to be secured pursuant to Section 2. of this By-law; and
- (iv) "*sales office*" means a building, facility, office or trailer on the *lot*, including any building or portion of a building existing on the *lot* as of the date of the passing of this By-law, to be used for the purpose of the sale or rental of *dwelling units* to be erected on the *lot*.
5. Despite any existing or future severance, partition, or division of the *lot*, the provisions of this By-law and By-law No. 438-86, as amended, shall apply to the whole of the *lot* as if no severance, partition or division had occurred.

PURSUANT TO ORDER/DECISION OF THE ONTARIO MUNICIPAL BOARD ISSUED ON APRIL 18, 2011 IN BOARD CASE NO. PL090162.





NOTE:
H denotes maximum height in metres above grade.

