

Authority: Toronto and East York Community Council Item 25.9,  
as adopted by City of Toronto Council on July 16, 17, 18 and 19, 2013

## CITY OF TORONTO

### BY-LAW No. 1109-2013

#### **To amend former City of Toronto Zoning By-law No. 438-86, as amended, with respect to lands known as 2263-2287 Yonge Street, 10 Eglinton Avenue East and 25 and 25R Roehampton Avenue.**

Whereas the Council of the City of Toronto has been requested to amend its Zoning By-law pursuant to Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, with respect to lands known municipally 2263-2287 Yonge Street, 10 Eglinton Avenue East and 25 and 25R Roehampton Avenue; and

Whereas the Council of the City of Toronto conducted a public meeting under Section 34 of the *Planning Act* regarding the proposed Zoning By-law amendment; and

Whereas the Council of the City of Toronto has determined to amend Zoning By-law No. 438-86, as amended, of the former City of Toronto;

The Council of the City of Toronto enacts:

1. Pursuant to Section 37 of the *Planning Act*, the heights and density 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 facilities, services and matters set out in Appendix 1 hereof, the provisions of which shall be secured by an agreement or agreements pursuant to Section 37(3) of the *Planning Act*.
2. Upon execution and registration of an agreement or agreements with the *owner* pursuant to Section 37 of the *Planning Act* securing the provision of the facilities, services and matters set out in Appendix 1 hereof, the *site* is subject to the provisions of this By-law, provided that in the event the said agreement(s) requires the provision of a facility, service or matter as a precondition to the issuance of a building permit, the *owner* may not erect or use such building until the *owner* has satisfied the said requirement.
3. Wherever in this By-law a provision is stated to be conditional upon the execution and registration of an agreement entered into with the City pursuant to Section 37 of the *Planning Act*, then once such agreement has been executed and registered, such conditional provisions shall continue to be effective notwithstanding any subsequent release or discharge of all or any part of such agreement.
4. Except as otherwise provided herein, the provisions of *By-law No. 438-86* shall continue to apply to the *site*.
5. None of the provisions of Section 2 with respect to the definitions of *grade*, and *height*, and Sections 4(2)(a), 4(4)(b), 4(6), 4(12), 4(13), 4(16), 4(17), 6(1)(a), 6(3) Part I 1, 6(3) Part II 2, 3, 4, 5, 6(3) Part III 1(b), 8(1)(a), 8(3) Part I, 8(3) Part II 1, 2, 12(2) 118(iv), 12(2) 119(ii) and (iii) of *By-law No. 438-86*, shall apply to prevent the erection and use of

an *mixed-use building* with underground parking on the *site*, provided that all of the provisions of this By-law are complied with.

6. The *lot* on which the uses are located shall comprise at least the *site*.
7. The total combined *residential gross floor area* and *non-residential gross floor area* erected or used on the *site* shall not exceed 66,900 square metres.
8. The total *residential gross floor area* erected or used on the *site* shall not exceed 61,400 square metres and the total number of *dwelling units* erected or used on the *site* shall not exceed 838.
9. The total *non-residential gross floor area* erected or used on the *site* shall not exceed 5,500 square metres.
10. No part of any building or structure erected within the *site* shall be located above *grade* otherwise than wholly within the *building envelopes* as shown on Map 2, except for the type of structures listed in the column entitled "STRUCTURE" in the following chart, provided that the restrictions set out opposite the structure in the columns entitled "MAXIMUM PERMITTED PROJECTION" and "OTHER APPLICABLE QUALIFICATIONS" are complied with:

STRUCTURE	MAXIMUM PERMITTED PROJECTION	OTHER APPLICABLE QUALIFICATIONS
A. cornices, lighting fixtures, window washing equipment, vents, awnings, canopies, ornamental elements, parapets, trellises, eaves, window sills, guardrails, balustrades, railings, wheelchair ramps, underground garage, ramps and their associated structures, fences, retaining walls, terraces including terrace guards and dividers, planters, decorative screens, landscape and public art features and safety or wind protection,	No restriction	Provided the height of such "STRUCTURE" is not greater than 2.0 metres above the height limits established in this By-law
B. balconies and balcony piers	Maximum 1.5 metre projection	Provided the height of the "STRUCTURE" is no higher than that portion of the building to which it is attached
C. stair enclosures, the Toronto Transit Commission pavilion, elevator enclosures	No restriction	No restriction

11. The *height* of each portion of a building or structure erected above *grade* within the *site*, shall in respect of each *building envelope* area, have a maximum *height* in metres as shown following the symbol H on the attached Map 2 for the corresponding *building envelope* area.
12. The preceding section of this By-law does not apply to prevent the erection or use above the said *height* limits of those structural projections permitted to be outside a *building envelope* by Section 10 hereof provided the restrictions set out therein are complied with.
13. A minimum of 1,600 square metres of indoor *residential amenity space* shall be provided within the *site* in a multi-purpose room or rooms (whether or not such rooms are contiguous), at least one of which contains a kitchen and a washroom.
14. A minimum of 1,000 square metres of outdoor *residential amenity space* shall be provided, of which at least 40 square metres shall be provided in a location adjoining or directly accessible to indoor *residential amenity space*.
15. *Parking spaces* shall be provided and maintained on the *site*, according to following minimum and maximum requirements:
  - (a) *bachelor dwelling units* - a minimum of 0.1 *parking space* and a maximum of 0.9 *parking space* for each *bachelor dwelling unit*;
  - (b) one-bedroom *dwelling units* - a minimum of 0.3 *parking space* and a maximum of 1.0 *parking space* for each one-bedroom *dwelling unit*;
  - (c) two-bedroom *dwelling units* - a minimum of 0.5 *parking space* and a maximum of 1.3 *parking spaces* for each two-bedroom *dwelling unit*;
  - (d) three and more bedroom *dwelling units* - a minimum of 0.7 *parking space* and a maximum of 1.5 *parking spaces* for each *dwelling unit* containing three or more bedrooms;
  - (e) a minimum of 0.0 *parking space* for residential visitors;
  - (f) a minimum of 70.0 *parking spaces* for the *non-residential gross floor area*, or any portion thereof, permitted to be erected or used on the *site*; and
  - (g) a minimum of 10 of the residential *parking spaces* provided within the *site* shall be allocated for residents of the *replacement rental dwelling units*.
16. Notwithstanding the definition of *parking space* in Section 4(17) of *By-law No. 438-86*, up to 20 of the *parking spaces* required by Section 15 of this By-law may be provided in spaces that have a length of no less than 4.48 metres and a width of no less than 2.35 metres and which may also be obstructed on one side.
17. A minimum of: one (1) *loading space - Type B*, two (2) *loading spaces - Type C* and one (1) *loading space - Type G*, shall be provided on the *site*.

18. A minimum of 543 *bicycle parking spaces* shall be provided on the *site*, of which:
- (a) a minimum of 403 shall be for residents of the *mixed-use building*, of which a minimum of 18 shall be allocated for residents of the *replacement rental dwelling units*; and
  - (b) a minimum of 143 shall be for visitors of the *mixed-use building*;
- and notwithstanding the definition of *bicycle parking space - visitor* in Section 2(1) of *By-law No. 438-86*, may be located within a secured room, enclosure or bicycle locker.
19. None of the provisions of this By-law shall apply to prevent a temporary *sales office* on the *site*.
20. Notwithstanding any existing or future severances, partition or division of the *site*, the provisions of this By-law shall apply to the whole of the *site* as if no severance, partition or division had occurred.
21. Within the *site*, no person shall use any land or erect or use any building or structure unless the following municipal services are provided to the *lot* line and the following provisions are complied with:
- (a) all new public roads have been constructed to a minimum of base curb and base asphalt and are connected to an existing public highway; and
  - (b) all water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational.
22. For the purpose of this By-law, the following expressions shall have the following meaning:
- (a) "*building envelope*" means a building envelope for each height area as shown by an "H", and as delineated by the heavy lines on Map 2 attached hereto;
  - (b) "*By-law No. 438-86*" means By-law No. 438-86, as amended, of the former City of Toronto being, "A By-law to regulate the use of land and the erection, use, bulk, height, spacing and other matters relating to buildings and structures and to prohibit certain uses of lands and the erection and use of certain buildings and structures in various areas of the City of Toronto";
  - (c) "*City*" means the City of Toronto;
  - (d) "*grade*" means:
    - (i) the Canadian Geodetic elevation of 163.55 for the *South Building*, and
    - (ii) the Canadian Geodetic elevation of 166.20 for the *North Building*.

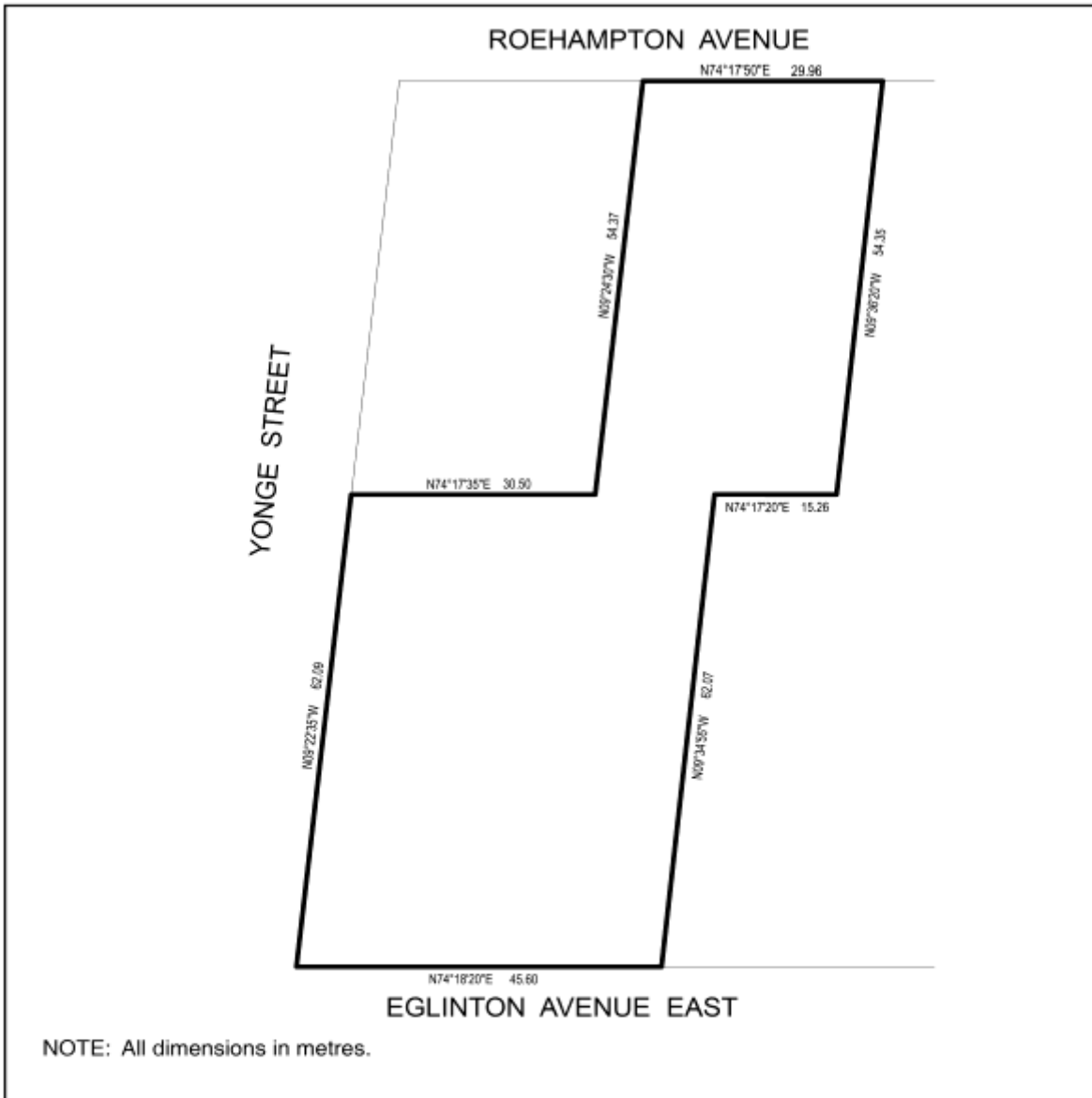
- (e) "*height*" means the vertical distance between *grade* and the highest point of the building or structure;
- (f) "*owner*" means the fee simple owner(s) of the *site*;
- (g) "*North Building*" means the areas identified as North Building on Map 2;
- (h) "*replacement rental dwelling units*" means the replacement rental *dwelling units* to be secured pursuant to Appendix 1 to this By-law;
- (i) "*sales office*" means an office, or sales trailer, used exclusively for the initial sale and/or initial leasing of *dwelling units* or the non-residential uses to be erected on the *site*;
- (j) "*site*" means those lands outlined by heavy lines on Map 1 attached hereto;
- (k) "*South Building*" means the areas identified as South Building on Map 2; and
- (l) each other word or expression, which is italicized in this by-law shall have the same meaning as each such word or expression as defined in *By-law No. 438-86*.

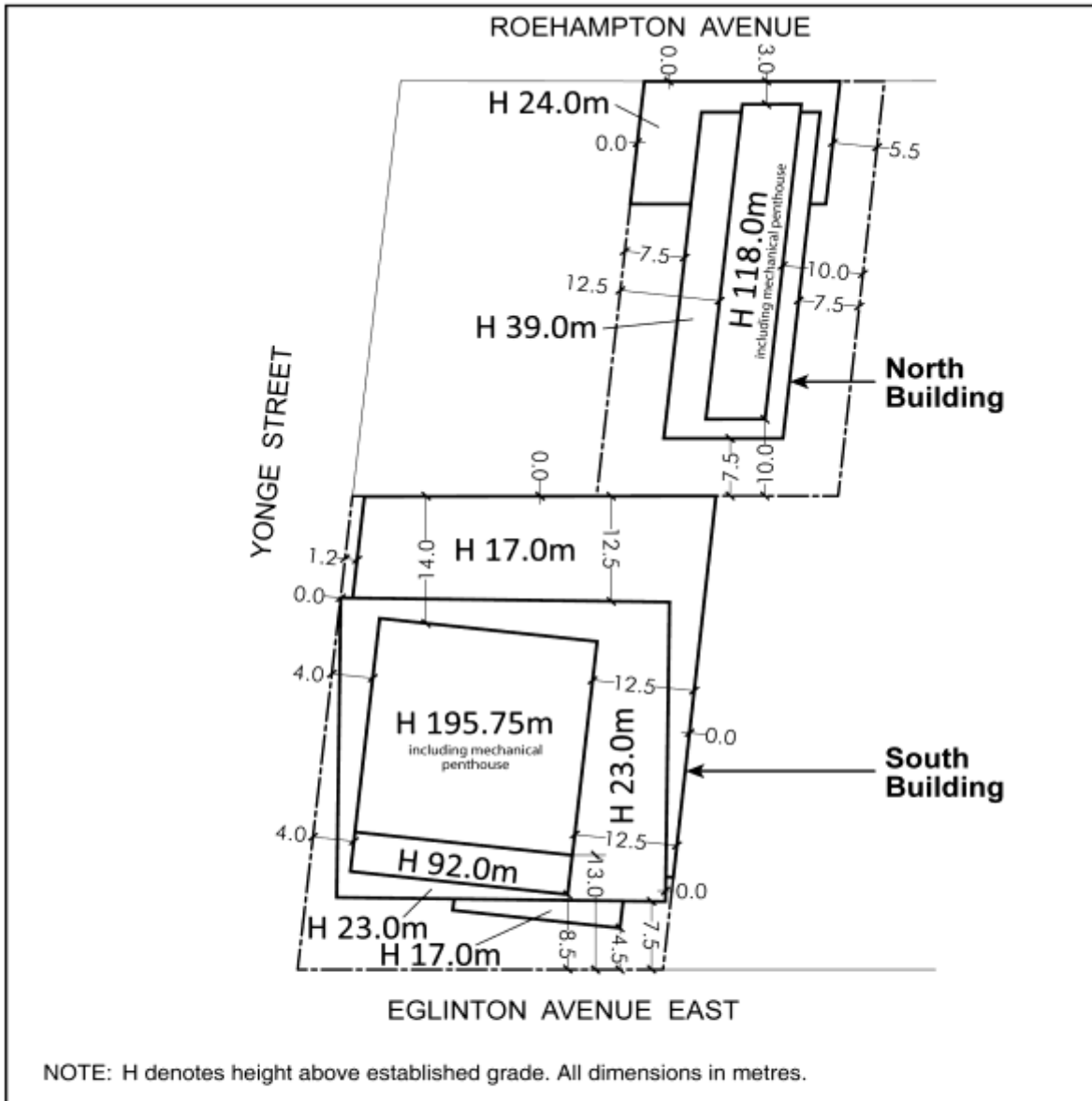
Enacted and passed on July 19, 2013.

Frances Nunziata,  
Speaker

Ulli S. Watkiss,  
City Clerk

(Seal of the City)





## **Appendix 1**

### **Section 37 Provisions**

The facilities, services and matters set out herein are the matters required to be provided by the *owner* of the *site* at its expense to the *City* in accordance with an agreement or agreements, pursuant to Section 37(3) of the *Planning Act*, in a form satisfactory to the *City* with conditions providing for indexing escalation of all financial contributions from the passage of the zoning by-law, no credit for development charges, indemnity, insurance, HST, termination and unwinding, and registration and priority of agreement whereby the *owner* shall agree as follows:

1. Owner to agree to secure the following matters at Site Plan:
  - (a) to enter into agreement to secure local roadway improvements;
  - (b) pay for traffic signals;
  - (c) to make improvements to municipal infrastructure;
  - (d) to do work in the City right-of-way;
  - (e) to make arrangements with Engineering and Construction Services for: work in the City's right-of-way; the provision of access to and from the Site; the provision of financial security; the submission of engineering and inspection fees; and the provision of insurance; all as required by the Executive Director of Engineering and Construction Services;
  - (f) to provide access to subway station;
  - (g) to consult with the Ward Councillor and local residents group on the review of the final design features prior to final Site Plan Approval; and
  - (h) to construct and maintain the Proposed Building in accordance with the approved exterior building materials.
  
2. Community Contributions
  - (a) contributions in the amount of \$3,250,000.00, prior to the first above-grade building permit, as directed by the Chief Planner and Executive Director, City Planning Division for the local community improvement initiatives, including:
    - (i) up to \$1,250,000.00 for neighbourhood improvements to the Yonge-Eglinton area as recommended by the Parks and Open Space and Streetscape Master Plan Study; and
    - (ii) up to \$2,000,000.00 for the acquisition, design and construction of the new park which is to be developed south of the TTC bus barns at Yonge Street and Eglinton Avenue West.



### 3. Rental Housing Replacement

The *owner* secure:

- (a) provision and maintenance of not less than 30 new replacement rental *dwelling units* on the *site*, with rents no higher than mid-range rents, to the satisfaction of the Chief Planner, subject to the following:
  - (i) the replacement rental *dwelling units* shall comprise of 23 one-bedroom units, and 7 two-bedroom units; and the combined floor area of the 30 replacement rental *dwelling units* shall be not less than 17,641 square feet. Each of the replacement rental *dwelling units* shall have a storage locker. There shall be 3 accessible units. The replacement rental *dwelling units* shall have a range of sizes as per the following list:
    - A. 12 one-bedroom units with a minimum of 450 square feet of which 6 units shall be larger than 500 square feet;
    - B. 11 one-bedroom units with a minimum of 590 square feet of which 5 units shall be larger than 690 square feet; and
    - C. 7 two-bedroom units with a minimum of 707 square feet of which 6 units shall be larger than 710 square feet;
  - (ii) the replacement rental *dwelling units* shall be maintained as rental housing units for at least 20 years, beginning with the date each unit is occupied and until the owner obtains approval for a zoning by-law amendment removing the requirement for the replacement rental housing units to be maintained as replacement rental *dwelling units*. No application may be submitted for condominium registration, or for any other conversion to non-rental housing purposes, or for demolition without providing for replacement during the 20 year period; and
  - (iii) the building permit which provides for the replacement rental *dwelling units* shall be issued no later than the issuance of the first above-grade building permit for any building with residential uses *on the site*. The 30 replacement rental *dwelling units* shall be ready for occupancy no later than the date by which no more than 90% of the other *dwelling units* contained within the same building are available and ready for occupancy.
- (b) provision and maintenance of rents no greater than mid-range rents charged to the tenants who rent each of the designated 30 replacement rental *dwelling units* during the first 10 years of occupancy, such that the initial rent shall not exceed an amount based on one and a half times (1.5x) the most recent Fall Update Canada Mortgage and Housing Corporation Rental Market Report average rent for the City of Toronto by unit type inclusive of basic utility costs. Upon turnover, the rent charged to any new tenant shall not exceed the greater of the most recently charged rent or one and a half times (1.5x) the most recent Fall Update Rental

Market Report average rent for the City of Toronto by unit type, and over the course of the 10 year period, annual increases shall not exceed the Provincial rental guideline and, if applicable, permitted above-guideline increases;

- (c) rents charged to tenants occupying a replacement rental *dwelling unit* at the end of the 10-year period shall be subject only to increases which do not exceed the Provincial rent guideline and, if applicable, permitted above guideline increases, so long as they continue to occupy their *dwelling unit* or until the expiry of the rental tenure period set forth in 2(a)(ii) with a phase-in period of at least three years to unrestricted rents; and
  - (d) rents charged to tenants newly occupying a replacement rental *dwelling unit* after the completion of the 10-year period set forth in 2(b) will not be subject to restrictions by the City of Toronto under the terms of the Section 37 Agreement.
4. The *owner* shall provide, prior to the introduction of bills in City Council, and implement a Tenant Relocation and Assistance Plan to the satisfaction of the Chief Planner, that requires the *owner* to provide for each eligible tenant at 25 Roehampton Avenue the right to return to a replacement rental *dwelling unit*, assistance that includes at least a moving allowance and other financial assistance geared to the affordability gap between the current rent and local area rent by unit type, with provisions for special needs tenants.