CITY OF TORONTO

BY-LAW 265-2017(OMB)

To amend former City of Toronto Zoning By-law 438-86, as amended, with respect to lands known municipally as 18, 20, 22, 24, 26 and 30 Erskine Avenue.

Whereas the owner of the lands known municipally in the year 2015 as 18, 20, 22, 24, 26 and 30 Erskine Avenue appealed a proposed zoning by-law amendment to the Ontario Municipal Board; and

Whereas the Ontario Municipal Board, by its Decision and Order issued on January 12, 2016 and its Amending Decision and Order issued on January 4, 2017, in Board File PL150293 approved amendments to the former City of Toronto Zoning By-law 438-86, as amended, with respect to the lands;

The Ontario Municipal Board orders amendments to former City of Toronto By-law 438-86, as amended, as follows:

1. Pursuant to Section 37 of the Planning Act, the heights and density of development permitted by this By-law within the site 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 site of the facilities, services and matters set out in Appendix 1 of this By-law, 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 of the site pursuant to Section 37 of the Planning Act, securing the provision of the facilities, services and matters set out in Appendix 1 of this By-law, 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 requirements.

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 "bicycle parking space – occupant", "bicycle parking space - visitor", "grade", "height", "residential amenity space", "residential gross floor area" and Section 4(2)(a), 4(3)(a), 4(3)(b), 4(4)(b), 4(12), 4(13)(c), 4(16), 8(3) Part I, 8(3) Part II 1, 8(3) Part II 4, 8(3) Part IV 1, 12(2) 119(ii) and (iv) of By-law No. 438-86, shall apply to prevent the erection and use of a residential
building containing dwelling units, and uses accessory thereto on the site provided that all of the provisions of this by-law are complied with.

6. The lot on which the building is located comprises at least the site.

7. The total combined residential gross floor area on the site, shall not exceed 21,000 square metres and there shall be no non-residential uses or non-residential gross floor area within the site.

8. A minimum of 630 square metres of indoor residential amenity space shall be provided and maintained on the site.

9. A minimum of 405 square metres of outdoor residential amenity space shall be provided and maintained on the site, including 140 square metres of breezeway space at grade.

10. The maximum number of dwelling units shall be 315.

11. A total of 315 new rental dwelling units, including 6 two-bedroom rental replacement units, shall be provided on the site pursuant to the conditions outlined in Appendix 1.

12. A total of 6 two-bedroom rental replacement units shall be provided on the site pursuant to the conditions outlined in Appendix 1.

13. 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 "Elements and Structures" in the following chart, provided that the restrictions set out opposite the structure in the columns entitled Limitations are complied with:

<table>
<thead>
<tr>
<th>Elements and Structures</th>
<th>Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Awnings, architectural elements, balustrades, canopies, cornices, eaves, fences, fixtures, guardrails, lighting, landscape planters and seating areas, ornamental elements, ramps to an underground garage, retaining walls, elevator overrun, skylights, stairways and railings, underground garage stair enclosures, wheelchair ramps, window washing equipment, vents, pipes, access roof hatch, lightning rods and exhaust flues</td>
<td>Permitted to extend outside a building envelope subject to a maximum horizontal projection of 2.0 metres beyond outside the building envelope.</td>
</tr>
<tr>
<td>Elements and Structures</td>
<td>Limitation</td>
</tr>
<tr>
<td>-------------------------</td>
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</tr>
<tr>
<td>Balconies</td>
<td>Along Erskine Avenue, at a height greater than 15.0 metres, balconies are permitted to project up to 1.0 metres outside a building envelope, but not within 3.0 metres of the corners of the building. At all other locations, balconies are permitted to project up to 2.0 metres outside a building envelope.</td>
</tr>
<tr>
<td>Bay Windows</td>
<td>Along Erskine Avenue, bay windows are permitted to project outside a building envelope up to 0.6 metres for a maximum width of 9.0 metres across the front of the building. In all other locations, bay windows are permitted to project up to 2.0 metres outside a building envelope.</td>
</tr>
<tr>
<td>Parapets, including roof drainage, railings, thermal insulation and roof ballast, terrace guards and dividers, partitions dividing outdoor recreation areas and trellises, landscape elements and seating, planters, railings, stair enclosures, elevator shafts, elevator shaft enclosures, trellises</td>
<td>Permitted to extend outside a building envelope subject to a maximum vertical projection of 6.2 metres above the height limits shown on Map 2 so long as there is no additional shadow on the sidewalk on the north side of Keewatin Avenue in the area designated as Neighbourhoods in the Official Plan.</td>
</tr>
</tbody>
</table>

14. 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 and in storeys as shown following the symbol H on the attached Map 2 for the corresponding building envelope area, provided that mezzanines located between the ground floor and second storey of the building and used for the purpose of bicycle storage and/or mechanical space shall not be counted as a separate storey.

15. Parking spaces shall be provided and maintained on the site in accordance with the following minimum requirements:

(a) a minimum of 0.3 parking spaces per dwelling unit for the use of the residents of the building;

(b) a minimum of 0.05 parking spaces per dwelling unit for visitors; and

(c) 10 car-share parking spaces;

16. Notwithstanding the previous Section, the required parking spaces for residents shall be reduced at a rate of four parking spaces for each required car-share parking space on the site.
17. Notwithstanding Section 4(17)(a) of By-law No. 438-86, a maximum of 15 parking spaces on the site may have a minimum width of 2.5 metres and a maximum of 4 parking spaces on the site may have a minimum width of 3.9 metres and a minimum length of 5.63 metres.

18. A minimum of 1.0 bicycle parking spaces per dwelling unit shall be provided and maintained on the site in accordance with the following:

(a) for residents not less than 0.9 bicycle parking spaces – occupant per dwelling unit shall be provided, and

(b) for visitors, not less than 0.1 bicycle parking spaces – visitor per dwelling unit shall be provided.

19. 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.

20. Despite any existing or future severance, 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 occurred.

21. None of the provisions of this By-law shall apply to prevent a temporary rental office on the site.

22. For the purposes of the By-law, the following expressions shall have the following meaning:

(a) "bicycle parking space – occupant" means an area that is equipped with a bicycle rack or locker for the purpose of parking and securing bicycles, and:

(i) where the bicycles are to be parked on a horizontal surface, has horizontal dimensions of at least 0.5 metres by 1.8 metres and a vertical dimension of at least 1.9 metres;

(ii) where the bicycles are to be parked in a vertical position, has horizontal dimensions of at least 0.5 metres by 1.2 metres and a vertical dimension of at least 1.9 metres;

(iii) in the case of a bicycle rack, is located in a secured room or area; and

(iv) in the case of a bicycle locker, may contain ancillary storage.
(b) "bicycle parking space – visitor" means an area that is equipped with a bicycle rack for the purpose of parking and securing bicycles, and:

(i) where the bicycles are to be parked on a horizontal surface, has horizontal dimensions of at least 0.5 metres by 1.8 metres and a vertical dimension of at least 1.9 metres;

(ii) where the bicycles are to be parked in a vertical position, has horizontal dimensions of at least 0.5 metres by 1.2 metres and a vertical dimension of at least 1.9 metres; and

(iii) may be located indoors or outdoors including within a secured room or enclosure;

(c) "building envelope" means a building envelope as delineated by heavy lines on Map 2 attached to this By-law;

(d) "By-law No. 438-86" means By-law No. 438-86, as amended, of the former City of Toronto;

(e) "car-share parking space" means a parking space used exclusively for the parking of a car-share motor vehicle;

(f) "car-share motor vehicle" means a motor vehicle available for short term rental, including an option for hourly rental, for the use of at least the occupants of a building erected on the site;

(g) "Chief Planner" means the City of Toronto Chief Planner and Executive Director;

(h) "City" means the City of Toronto;

(i) "dwelling unit" means living accommodation comprising a single housekeeping unit, designed or intended for use by one person or by persons living together as a family, and consisting of a room or suite of two or more rooms in which both culinary and sanitary facilities are provided for the exclusive uses of such person or persons;

(j) "grade" shall mean, 163.86 metres above sea level based on Geodetic Survey of Canada 1929 mean sea level vertical datum (1978 Southern Ontario Adjustment);

(k) "height" shall mean the vertical distance between grade and the highest point of a building or structure;

(l) "owner" means the owner of the fee simple of the site or any part thereof;

(m) "residential building" means a building containing only residential uses, including any accessory uses thereto, and for the purposes of section 4(11), includes the residential portion of a mixed-use building;
(n) "rental replacement dwelling unit" means a dwelling unit which replaces one of the rental units existing on the site at the time of enactment of this by-law, as required pursuant to section 111 of the City of Toronto Act, 2006, S.O. 2006, c.11;

(o) "residential gross floor area" shall have the same meaning as in By-law 438-86, as amended, but shall also exclude all residential amenity space provided on the site, storage areas located above grade, elevator, garbage shafts, garbage rooms, and exit stairs;

(p) "site" means the lands delineated by heavy lines on Map 1 attached to this By-law;

(q) "temporary rental office" means a building, structure, facility or trailer on the site used for the purpose of the rental of dwelling units to be erected on the site; and

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

Ontario Municipal Board Decision/Order issued on January 12, 2016 and amending Decision/Order on January 4, 2017 in Board File PL150293
Note: All dimensions are in metres. H denotes maximum height in metres above grade.
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 and the owner with conditions providing for indexing escalation of the financial contributions, and letters of credit, indemnity, insurance, HST, termination and unwinding, and registration and priority of agreement:

1. Prior to the issuance of the first above grade building permit the owner shall make the following payments to the City:

   a. The owner agrees to pay the sum of One Million, One hundred thousand ($1,100,000.00) to the City (together with any increases to reflect increases in the Construction Price Statistics between the date of this Agreement and the delivery of such payment), prior to the issuance of the first Above-Grade Building Permit for the Development, to be used towards the design and implementation of off-site streetscape, street tree improvements and/or public realm improvements on Keewatin Avenue and the Yonge Eglinton Apartment Neighbourhood in consultation with the Ward Councillor and Chief Planner.

   b. In the event the payment referred to above has not been used for the intended purposes within three (3) years of the Final Confirmation Date the payment or that portion may be used for such other purpose as the Chief Planner, in consultation with the Ward Councillor, may direct provided it is identified in the City's Official Plan and will benefit the community in the vicinity of the site.

2. The owner agrees that all of the dwelling units to be provided within the site shall be rental dwelling units and to that end the owner agrees to construct, provide and maintain at least three hundred and nine (309) rental dwelling units as secured market rental units and at least six (6) rental dwelling units as the new mid-range rental replacement units, located on the 5th, 6th and 34th floors of the Building comprising the unit mix as set out in Table 2, below, to the satisfaction of the Chief Planner, subject to the following:

   a. The rental replacement dwelling units will be as follows:

   Table 2: Proposed Replacement Rental Dwelling Unit Floor Area

   Based on Floor Plans dated August 25, 2016

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Unit Type</th>
<th>Floor</th>
<th>Proposed Floor Area</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sq. Ft.</td>
</tr>
<tr>
<td>508</td>
<td>2-bedroom</td>
<td>5</td>
<td>846</td>
</tr>
<tr>
<td>509</td>
<td>2-bedroom</td>
<td>5</td>
<td>795</td>
</tr>
<tr>
<td>Unit Number</td>
<td>Unit Type</td>
<td>Floor</td>
<td>Proposed Floor Area</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>510</td>
<td>2-bedroom</td>
<td>5</td>
<td>804</td>
</tr>
<tr>
<td></td>
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<td>74.7</td>
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<tr>
<td>608</td>
<td>2-bedroom</td>
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<td>846</td>
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<tr>
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<td></td>
<td>78.6</td>
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<tr>
<td>610</td>
<td>2-bedroom</td>
<td>6</td>
<td>804</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>74.7</td>
</tr>
<tr>
<td>3406</td>
<td>2-bedroom</td>
<td>34</td>
<td>983</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>91.3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>Total</strong></td>
<td><strong>34</strong></td>
<td><strong>5,075</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>471.6</strong></td>
</tr>
</tbody>
</table>

The minimum gross floor area contained in this section may vary by a maximum of 3 percent but only as a result of reasonable adjustments that may need to be made for the purposes of accommodating required final structural or mechanical design, to the satisfaction of the Chief Planner.

b. Tenants occupying one of the Replacement Rental Units at 18-30 Erskine Avenue will have made available to them, or have access to, all of the following:

i. Bicycle parking spaces shall be provided to the tenants of the rental replacement dwelling units on the same basis as residents of the remainder of the building;

ii. At least 1 vehicle parking spaces shall be made available to tenants of the rental replacement dwelling units. If such parking space is not rented by the tenants of the 6 replacement rental dwelling units may be leased by the owner on a short term basis to an interested party with the understanding that such a lease may be terminated on 30 days' notice to accommodate a request for a vehicle parking space made by a tenant of a replacement rental dwelling unit;

iii. Ensuite washer and dryer shall be provided in each of the replacement rental dwelling units;

iv. Central air conditioning shall be provided in each of the replacement rental dwelling units;

v. Tenants shall have access to all the same indoor and outdoor amenity spaces and on the same terms and conditions as the other residents without the need to pre-book or pay a fee, unless specifically required.

c. The 6 replacement rental dwelling units at 18-30 Erskine Avenue shall be provided and maintained as rental dwelling units for at least 20 years, beginning from the date that each rental replacement unit is first occupied and until the owner obtains approvals for a zoning by-law amendment removing the requirement for the rental replacement units to be maintained as rental units;
d. No application may be submitted for condominium or for any conversion to non-rental housing purposes or for demolition without providing for replacement during the 20 year period; and

e. At such time as the 20 year Replacement Rental Period has expired, the owner shall continue to provide and maintain the Replacement Rental Units as Rental Dwelling units unless and until such time as the Owner has applied for and obtained the necessary approvals.

f. The Parties acknowledge and agree that the basis for establishing the maximum rents for the replacement mid-range dwelling units is 1.5 times the average CMHC rent by unit type, inclusive of all utility costs for heat, power, water and gas (but not TV service, phone, internet, parking);

g. All 6 of the existing rental dwelling units at 30 Erskine Avenue to be replaced in the proposed building are deemed to have been mid-range rental dwelling units when last occupied;

h. If tenants of a rental replacement unit under the agreement will be paying for any of the utilities whose cost is otherwise included in the average market rent, the maximum affordable rent shall be adjusted downward based on objective cost data provided by the owner and subject to the approval of the Chief Planner;

i. The maximum Initial Rent for a Returning Tenant shall not exceed the sum which equals the last legal rent paid by such tenant excluding any amounts paid to the owner or landlord for separate charges, increased by:

   i. a one-time 'new building allowance' of 4 percent; and

   ii. annual increases permitted by the Guideline beginning on the month that is twelve months after the last increase that occurred for each Eligible Tenant and ending with the last twelve month anniversary date before the date of first occupancy of the Replacement Rental Unit;

j. The owner shall provide and maintain mid-range rents charged to the tenants who rent each of the 6 two-bedroom Mid-range Rental Replacement Units during the first 10 years of its occupancy, such that:

   i. The initial rent shall not exceed an amount based on the most recent Fall Update Canada Mortgage and Housing Corporation Rental Market Report average rent for the City of Toronto by unit type less any adjustments if tenants are directly paying for any of the basic utility costs;

   ii. Over the course of the 10 year period, annual rent increases shall not exceed the Provincial Annual Rent Guidelines and, if applicable, permitted above-Guideline increases; and
iii. Upon turn-over during the 10 year period, the rent charged to any new tenant shall not exceed an amount based on the initial rent, increased annually by the Provincial Annual Rent Guidelines, and any above-Guideline increase, if applicable;

k. Rents charged to tenants occupying 1 of the 6 replacement rental dwelling units at the end of the 10-year period shall be subject only to annual increases which do not exceed the Provincial Annual Rent Guidelines and, if applicable, permitted above guideline increases, so long as they continue to occupy their dwelling unit and until the expiry of the 20-year rental tenure period;

l. Rents charged to tenants newly occupying a replacement rental dwelling unit after the completion of the 10-year period will not be subject to restrictions by the City of Toronto under the terms of the Section 37 Agreement; and

m. After the twenty year Replacement Rental Period has expired, the Rent for each tenant who leased one of the Replacement Rental Units during the Ten Year Period may be increased over a period of three (3) years to unrestricted market rent.

n. The maximum monthly charge for a vehicle parking shall not exceed $100;

o. There shall be no other mandatory charges additional to the rent payment except as provided for in the Agreement;

p. Charges for any other service or provision of equipment, facility shall only be for those items that a tenant may voluntarily choose to accept or decline. Examples include car parking, TV services or optional air conditioning in a unit. If the provision of an item is mandatory, such as central or built-in air conditioning, ensuite laundry equipment etc, there may be no extra charges; and

q. There will be no additional charge for bicycle parking.

r. Under provincial legislation, all tenants who receive notice to terminate their tenancies for the purpose of demolition are eligible for financial compensation or an acceptable alternative rental unit and a minimum notice period before they are required to vacate their unit

s. In addition, the City approves a Tenant Relocation and Assistance Plan with provisions that extend beyond those provided under the provincial Residential Tenancies Act.

t. The Chief Planner may, at her sole discretion, deem a tenant who moves out of the building prior to the issuance of the notice of termination for demolition to be eligible for tenant relocation assistance if it is concluded that the tenant's move was premature or not voluntary, but caused by any actions or inactions of the owner, especially in respect to the conditions of the building.
u. Eligible tenants have the right to return to one of the 6 new replacement two-bedroom rental *dwelling units* at 18-30 Erskine Avenue, with rent protected for up to 20 years;

v. Eligible tenants shall receive compensation equal to 3 month's rent, pursuant to the *Residential Tenancies Act*;

w. Eligible tenants shall receive additional financial assistance, based on their length of tenure, as follows:

<table>
<thead>
<tr>
<th>Length of Tenure</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>+ 1 month rent compensation</td>
</tr>
<tr>
<td>5 to 10 years</td>
<td>+ 2 month rent compensation</td>
</tr>
<tr>
<td>10-15 years</td>
<td>+ 3 month rent compensation</td>
</tr>
<tr>
<td>15-20 years</td>
<td>+ 4 month rent compensation</td>
</tr>
<tr>
<td>Greater than 20 years</td>
<td>+ 5 month rent compensation</td>
</tr>
</tbody>
</table>

x. Eligible Tenants will receive a move-out allowance of $1,500 and a move-back allowance of $1,500;

y. Special needs tenants, as determined by the Chief Planner, will receive additional financial assistance equal to 2 month's rent; and

z. The *owner*, at their sole discretion, may offer an extra payment to any tenant who waives their right to return to a replacement rental dwelling unit provided that such payments are offered on an equitable basis to all tenants, and that the amount offered has been agreed to by the City and is provided for in the Section 37 and Section 111 Agreements.

aa. At the time the Notice to Vacate is issued, the current tenants will receive an initial payment equal to the payment owed to them under the *Rental Tenancies Act* (3 months' rent) to assist them with costs to secure other accommodation. The balance of the assistance, including any special needs amounts, (other than the move-back allowance), will be paid when vacant possession is provided;

bb. The move-back allowance of $1,500 will be paid on the date that returning tenants sign a lease for the replacement rental unit at 18-30 Erskine Avenue;

c. The optional payment for waiving the right to return on the Tenant Option Form, if offered by the *owner*, will also to be paid at the time of vacant possession; and
dd. If any special needs tenants are determined, the timing of their payments may be varied to facilitate their relocation.

ee. Financial assistance is not to be provided as free rent, but as a cash payment;

ff. Special needs tenants will be provided with additional moving and relocation assistance at the time of move-out and move-back to the satisfaction of the Chief Planner. These services will be arranged and paid for by the applicant at their own expense;

gg. Moving allowance is a cash payment, and no receipts are required; and

hh. Fixed amounts shall be subject to indexing, as appropriate, and provided for in the agreements;