

Authority: Local Planning Appeal Tribunal
Decision issued on May 24, 2019 and Order issued on
November 20, 2020 in File PL171295

CITY OF TORONTO

BY-LAW 1013-2020(LPAT)

To amend former City of Toronto Zoning By-law 438-86, as amended, with respect to the lands known municipally in the year 2019 as 75 Broadway Avenue.

Whereas the Local Planning Appeal Tribunal pursuant to its Decision issued May 24, 2019 and Order issued November 20, 2020, upon hearing an appeal under Section 34(11) of the Planning Act R.S.O. 1990, c. P.13, as amended, deems it advisable to amend By-law 438-86, as amended, for the City of Toronto with respect to lands municipally known as 75 Broadway Avenue; 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; and

Whereas the Official Plan for the City of Toronto contains such provisions relating to the authorization of increase in height and density of development; and

Whereas pursuant to Section 37 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 height or density of development, a municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters; and

Whereas the owner of the aforesaid lands has elected to provide the facilities, services and matters hereinafter set out; and

Whereas the increase in height and density permitted beyond that otherwise permitted on the aforesaid lands by By-law 438-86, as amended, is permitted in return for the provision of the facilities, services and matters set out in this By-law which is secured by one more agreements between the owner of the land and the City of Toronto; and

Whereas pursuant to Section 39 of the Planning Act, the Council of a Municipality may, in a by-law passed under Section 34 of the Planning Act, authorize the temporary use of land, buildings or structures for any purpose set out therein that is otherwise prohibited in the by-law;

By-law 438-86, as amended, of the former City of Toronto is further amended by the Local Planning Appeal Tribunal as follows:

- 1.** Pursuant to Section 37 of the Planning Act, the heights and density of development permitted in this by-law are permitted subject to compliance with all of the conditions set out in this By-law, including the provision by the owner of the lot the facilities, services and matters set out in Schedule A hereof, to the City at the owner's expense and in accordance with and subject to the agreement referred to in Section 2 of this By-law.

2. Upon execution and registration of an agreement or agreements with the owner of the *lot* pursuant to Section 37 of the Planning Act securing the provision of the facilities, services or matters set out in Schedule A hereof, the *lot* 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 of the payment of any monetary contribution 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(s) being entered into with the City pursuant to Section 37 of the Planning Act, then once such agreement(s) 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 438-86, shall continue to apply to the *lot*.
5. None of the provisions of Sections 2(1) with respect to the definition of *bicycle parking space – occupant*, *bicycle parking space – visitor*, *grade*, *height*, and *loading space – Type G*, and Sections 4(2)(a), 4(4)(b), 4(6)(c), 4(12), 4(13), 4(16), 4(17), 6(3) Part 1 (1), 6(3) Part II, and 6(3) Part III of Zoning By-law 438-86 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 various areas of the City of Toronto", as amended, shall apply to prevent the erection and use of an *apartment building* on the *lot* and uses *accessory* thereto, including the *existing building* and a *temporary sales office* on the lands municipally known as 75 Broadway Avenue in the year 2020, provided that:
 - (a) The *lot* consists of the lands delineated by heavy lines on Map 1 attached to this By-law;
 - (b) The permitted *residential gross floor area* erected or used on the *lot* shall be as follows:
 - (i) The *residential gross floor area* of the *existing building* and the *new building* shall not exceed 37,300 square metres;
 - (c) The maximum number of *dwelling units* permitted on the *lot* shall be 520 *dwelling units*, subject to the following conditions:
 - (i) No less than twenty percent (20 percent) of the *dwelling units* constructed after the date of the passing of this By-law must include two bedroom *dwelling units*; and
 - (ii) No less than ten percent (10 percent) of the *dwelling units* constructed after the date of the passing of this By-law must include three bedroom *dwelling units*;

- (d) No portion of the *new building* erected above *grade* on the *lot* is located above the maximum height in metres as indicated by the following letter "H" as shown on Map 2, attached to and forming part of this By-law;
- (e) Notwithstanding Section 5(d) of this By-law, the following building elements, structures and projections for *new building* and *existing building* are permitted to extend above the *heights* referred to therein:
- (i) Architectural features, awnings, balconies, bollards, canopies, chimneys, communication equipment, cooling tower, cornices, eaves, fences, flues, green roof elements, guardrails, landscape and public art features, lighting fixtures, maintenance equipment storage, ornamental elements, pipes, planters, platforms, railings, retaining walls, rooftop access equipment, screens, stairs, stair enclosures, terraces, trellises, and window sills may exceed the permitted height for the *building* by 1.5 metres;
 - (ii) Stair enclosures and enclosures housing mechanical and electrical elements and ducts, ventilation equipment, and associated structures may exceed the permitted height for the *building* by 5.5 metres;
 - (iii) Elevators, elevator enclosures and associate structures may exceed the permitted *height* for the *building* by 7.3 metres;
 - (iv) Wind protection screens and structures may exceed the permitted *height* for the *building* and the elevated landscape platform by 1.8 metres;
 - (v) The erection or use of structures on any roof used for maintenance, safety, outdoor *amenity* rooftop access, wind or green roof purposes may exceed the permitted maximum height for that *building* by 3.0 metres; and
 - (vi) An elevated landscape platform may exceed the maximum permitted *height* for a *building* by 2.2 metres;
- (f) No part of the above *grade* portion of the *new building* on the *lot* is located otherwise than wholly within the areas delineated by the heavy lines on Map 4 attached to and forming part of this By-law, except for the following permitted projections into the required setback areas:
- (i) Balconies may encroach a maximum of 1.5 metres in the locations identified as "balcony projection zones" on Map 4;
 - (ii) Architectural features, antennas, bay windows, belt courses, box windows, cornices, columns, eaves, fences, guard rails, lighting fixtures, ornamental elements, parapets, pipes, planters, railings, sills, satellite dishes, screens, stairs, trellises, utility and mechanical equipment, vents,

window sills, and wheel chair ramps, may encroach into the required front yard, side yards, and rear yards by 1.5 metres;

- (g) Despite (f) above, portions of the east exterior main wall of the tower as shown on Map 2, shall be permitted to project from the east exterior main wall in accordance with Map 5;
- (h) *Parking spaces* shall be provided and maintained on the *lot* as follows:
 - (i) A minimum of 142 *parking spaces* provided for residents; and
 - (ii) A minimum of 15 *parking spaces* provided for visitors;
- (i) Of the minimum 142 *parking spaces* provided for residents, a maximum of 8 *parking spaces* must be used exclusively for "car share" parking. For the purposes of this By-law, "car share" means a motor vehicle available for short-term rental, including an option for hourly rental, for the use of at least the occupants of the *buildings* erected on the *lot*;
- (j) A maximum of 30 *parking spaces* may be obstructed with a minimum dimension of 5.6 metres in length and 2.6 metres in width;
- (k) Any *parking space* existing on the *lot* in the year 2020 are deemed to comply;
- (l) Drive aisles that have direct access to a *parking space* may provide a maximum slope of 5.0 percent, except that drive aisles existing on the *lot* in the year 2019 are deemed to comply;
- (m) The access ramp leading to the underground garage shall be constructed in accordance with the following:
 - (i) A maximum slope of 15.0 percent;
 - (ii) Transition areas at the top and bottom with maximum slopes of 7.5 percent over a minimum distance of 3.0 metres;
- (n) *Bicycle parking spaces* shall be provided and maintained on the *lot* for the residents of and visitors to the *new building* and the *existing building* in accordance with the following:
 - (i) A minimum of 0.9 "long-term" *bicycle parking spaces* per *dwelling unit*; and
 - (ii) A minimum of 0.1 "short-term" *bicycle parking spaces* per *dwelling unit*;
- (o) The "long-term" *bicycle parking spaces* noted in subsection (m) above may be located in a storage room and/or below-grade parking garage in a *building* on the *lot* and may or may not be in the stacked position;

- (p) A minimum of one *loading space – type G* and one *loading space – type C* shall be provided and maintained on the *lot*;
- (q) *Residential amenity space* for the *existing building* and the *new building* shall be provided and maintained on the *lot* as follows:
- (i) Indoor *residential amenity space* for use by the residents of the *dwelling units* in the *new building* and the *existing building* at a minimum rate of 2.0 square metres for each *dwelling unit* in the *new building*; and
 - (ii) Outdoor *residential amenity space* for use by the residents of the *dwelling units* in the *new building* and the *existing building* at a minimum rate of 2.0 square metres for each *dwelling unit* in the *new building*;
- (r) A minimum of 2,265 square metres of *landscaped open space* shall be provided and maintained on the *lot*;
- (s) None of the provisions of this By-law and By-law 438-86 shall apply to prevent a "*temporary sales office*" on the *lot*, subject to the following conditions:
- (i) That the *temporary sales office* is used exclusively for the initial sale and/or initial leasing of *dwelling units* on the *lot* subject to this by-law; and
 - (ii) That the *temporary sales office* is permitted for a period of time not to exceed three years from the date of by-law xxx (this by-law);
- (t) For the purposes of this By-law, every other word or expression which is italicized herein shall have the same meaning as each word or expression as defined in the aforesaid Bylaw 438-86, as amended, with the exception of the following:
- (i) "*existing building*" means the existing and revised *apartment building* municipally known as 75 Broadway Avenue and *accessory* structures, including an underground *parking garage* and enclosed garage entry ramp, located on the *lot* in the year 2019, as represented by dashed lines shown on Maps 2, 3 and 4;
 - (ii) "*grade*" means 161.47 metres Canadian Geodetic Datum;
 - (iii) "*height*" means the vertical distance between *grade* and the highest point of the building or structure, subject to permitted projections;
 - (iv) "*lot*" means those lands outlined on Map 1 attached hereto;
 - (v) "*new building*" means the proposed addition to the existing *apartment building* represented by dashed lines on the *lot* as shown on Maps 2, 3 and 4;

(vi) "*temporary sales office*" shall mean a building, structure, facility or trailer on the *lot* used for the purpose of the sale of *dwelling units* to be erected on the *lot* and/or the administration and management of construction activity related to construction on the *lot*.

6. Despite any existing 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.

Local Planning Appeal Tribunal Decision issued on May 24, 2019 and Order issued on November 20, 2020 in File PL171295.

SCHEDULE A
Section 37 Provisions

The facilities, services and matters set out below are required to be provided to the City at the owner's expense in return for the increase in height and density of the proposed development on the lands as shown on Maps 1, 2, and 3 in this By-law and secured in an agreement or agreements under Section 37(3) of the Planning Act whereby the owner agrees as follows:

- (1) Prior to issuance of an above grade building permit, other than building permit for a temporary sales office, the owner shall pay to the City the sum of \$2,350,000.00, with such amount to be indexed upwardly in accordance with the Statistics Canada Non-residential Construction Price Index for Toronto, calculated from the date of the Section 37 Agreement to the date the payment is made, for capital facilities and/or other community benefits in proximity to the lands as shown in Map 1 of this By-law as determined by the Chief Planner and Executive Director, City Planning in consultation with the local Councillor.
- (2) The owner shall provide a minimum of 20 percent of the dwelling units as two-bedroom dwelling units and a minimum of 10 percent of the dwelling units as three-bedroom units.
- (3) The owner shall provide and maintain a Privately Owned Public Space (POPS) of no less than 327 square metres at the northeast corner of the lands.

Rental Housing Demolition and Replacement

- (4) The owner shall provide and maintain not less than twenty (20) replacement rental dwelling units, comprised of twenty (20) two-bedroom units, within the proposed residential building addition to the existing rental building, for a period of at least twenty (20) years, beginning from the date that each replacement rental dwelling unit is first occupied, and as generally illustrated in the architectural plans provided to the City Planning Division dated July 10, 2018, and May 3, 2019. Any revision to these plans with regard to the proposed replacement rental dwelling unit location or configuration shall be to the satisfaction of the Chief Planner and Executive Director, City Planning.
- (5) The owner shall provide and maintain not less than ten (10) two-bedroom replacement rental dwelling units at mid-range rents and no more than ten (10) two-bedroom replacement rental dwelling units with unrestricted rents, for a period of at least ten (10) years, beginning from the date that each replacement rental dwelling unit is first occupied.
- (6) The owner shall provide ensuite laundry in each replacement rental dwelling unit.
- (7) The owner shall provide all replacement rental dwelling units with a balcony or terrace.
- (8) The owner shall provide tenants of the replacement rental dwelling units with access to all indoor and outdoor amenities in the proposed residential building addition without passing on the cost of said amenities to tenant of such rental units. Access and use of these amenities shall be on the same terms and conditions as any resident of the

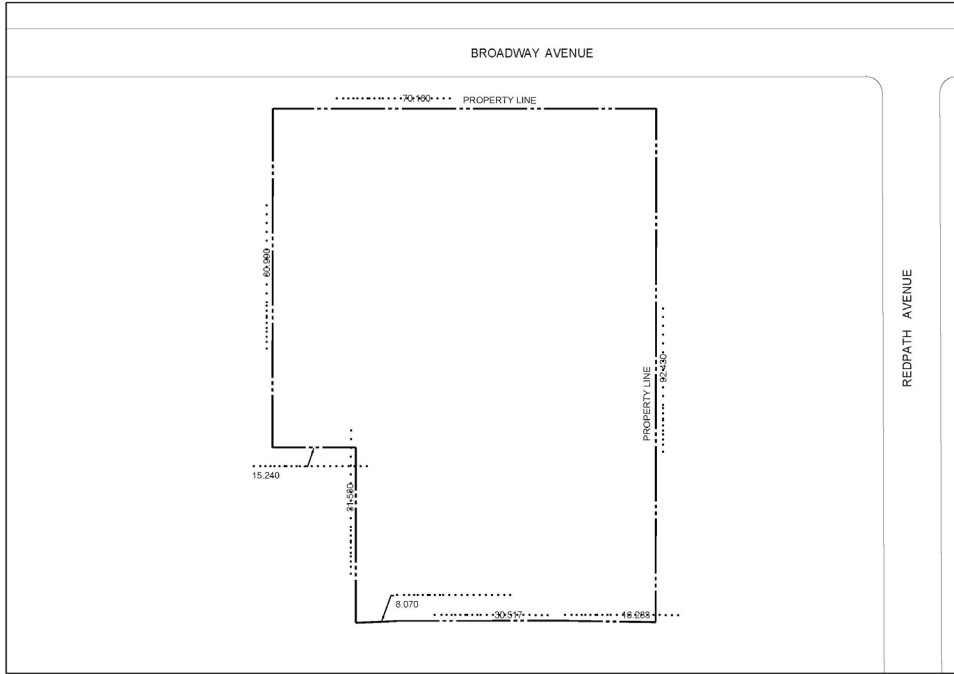
non-replacement rental dwelling units without the need to pre-book or pay a fee, unless specifically required as customary practices for private bookings.

- (9) The owner shall provide tenant relocation and assistance to all eligible tenants of the existing rental dwelling units to be demolished, including the right to return to a replacement rental dwelling unit, all to the satisfaction of the Chief Planner and Executive Director, City Planning.

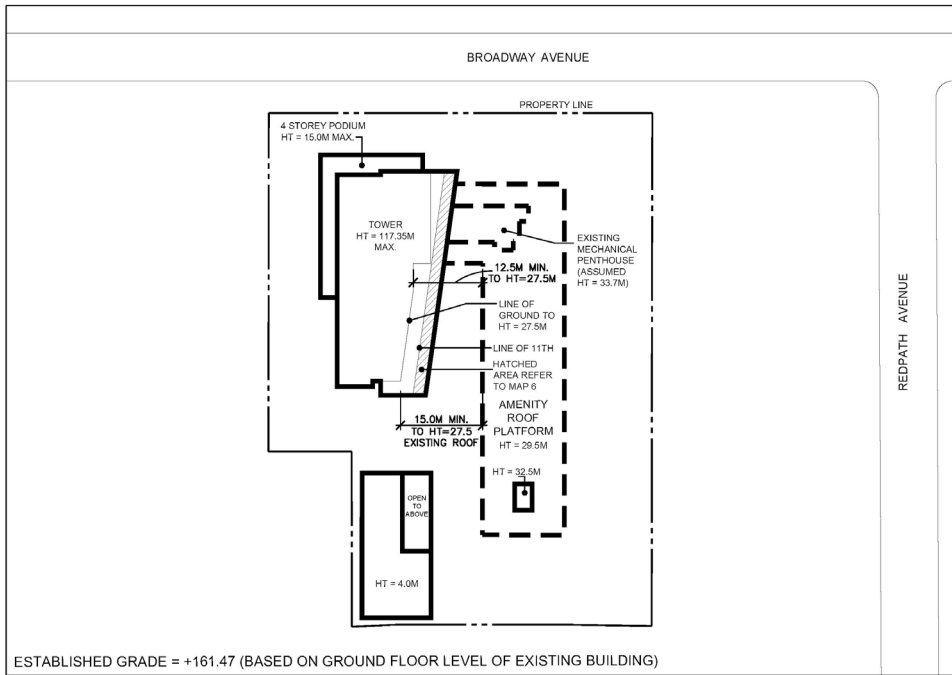
Rental Housing Intensification

- (10) The owner covenants and agrees to maintain and secure the rental tenure of the one hundred and eighty-four (184) rental dwelling units to be retained in the existing rental building municipally known as 75 Broadway Avenue for a period of at least twenty (20) years, commencing from the date that the Zoning By-law Amendment comes into full force and effect. None of the rental dwelling units to be retained in the existing rental building shall be registered as a condominium, no application may be submitted for condominium approval or for any such conversion to non-rental housing purposes, or for demolition without providing for replacement rental dwelling units during the twenty (20) year period.
- (11) The owner shall make available at least ninety-four (94) vehicle parking spaces to tenants of the twenty (20) replacement rental dwelling units and one hundred and sixty-four (164) retained rental dwelling units.
- (12) The owner shall make available at least seventy-eight (78) storage lockers to tenants of the twenty (20) replacement rental dwelling units and one hundred and sixty-four (164) retained rental dwelling units.
- (13) The Owner covenants and agrees that, prior to occupancy of the proposed residential building, to complete all of the following improvements to the existing rental building at 75 Broadway Avenue at its sole cost and expense, all satisfaction of the Chief Planner and Executive Director, City Planning.
- a. Construct a garbage enclosure as illustrated in the Architectural Plans dated May 21, 2019, prior to occupancy of 80 percent of the New Dwelling Units;
 - b. Renovate the at-grade patio as illustrated in the Architectural Plans dated May 21, 2019, prior to occupancy of 80 percent of the New Dwelling Units;
 - c. Construct a dog run as illustrated in the Architectural Plans dated May 21, 2019, prior to occupancy of 80 percent of the New Dwelling Units;
 - d. Construct the rooftop amenity space as illustrated in the Architectural Plans dated May 21, 2019, prior to occupancy of 80 percent of the New Dwelling Units; and
 - e. Construct a natural play area as illustrated in the Architectural Plans dated May 21, 2019, prior to occupancy of the New Dwelling Units.

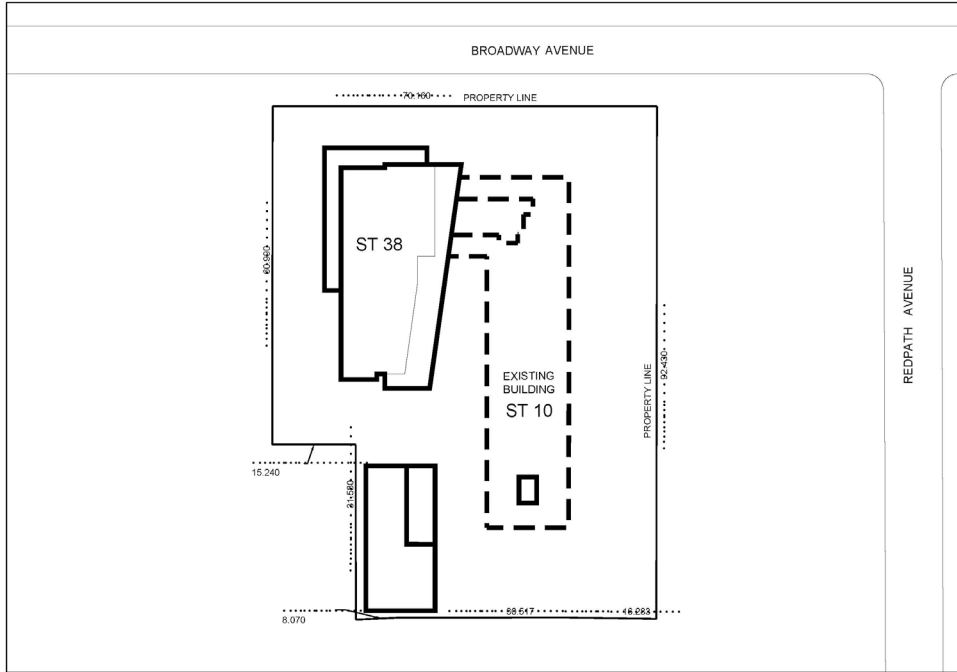
- (14) The improvements listed above shall be provided to existing tenants of the retained rental units without pass-through of such costs in the rents to tenants of such units.
- (15) The Owner covenants and agrees that tenants occupying the retained rental units on the Site shall be provided with access to all indoor amenity space within the retained rental building and all outdoor amenities on the site. Access and use of these amenities shall be on the same terms and conditions as other residents without the need to pre-book or pay a fee, unless specifically required as customary practices for private bookings.
- (16) Prior to the issuance of the First Building Permit for the Development, the Owner shall provide, at its own expense and to the satisfaction of the Chief Planner and Executive Director, City Planning, a Tenant Communication and Construction Mitigation Strategy, which shall address the following:
- a. Construction phasing;
 - b. Construction hours;
 - c. Access;
 - d. Safety measures;
 - e. Parking;
 - f. Process for tenants to file a complaint or request additional information;
 - g. Means and frequency of communication between the tenants and developer;
 - h. Working with a tenant association (if one is formed by the residents), to hear and address construction effects issues;
 - i. Addressing the requirements of special needs residents, such as those requiring enhanced mobility access;
 - j. Notice periods for utility interruptions or heightened construction activity; and
 - k. Sharing of site foreperson contact details with tenants.
- (17) The Parties agree that the tenant communications and construction effects mitigation plan may be amended from time to time at the request of the Owner, or Chief Planner and Executive Director, City Planning, all to the satisfaction of the Chief Planner and Executive Director, City Planning.



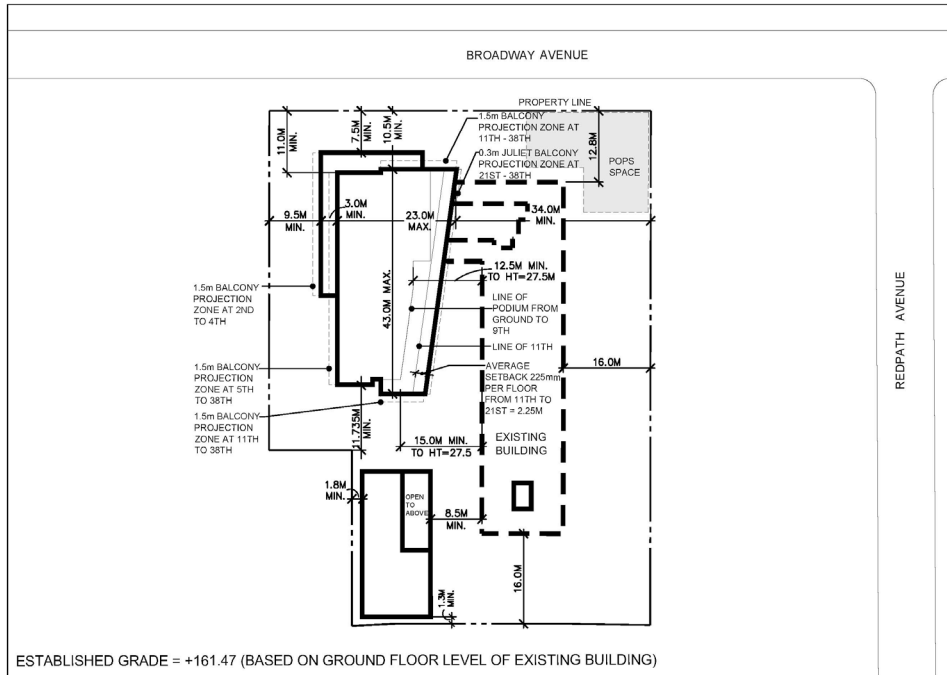
MAP 1



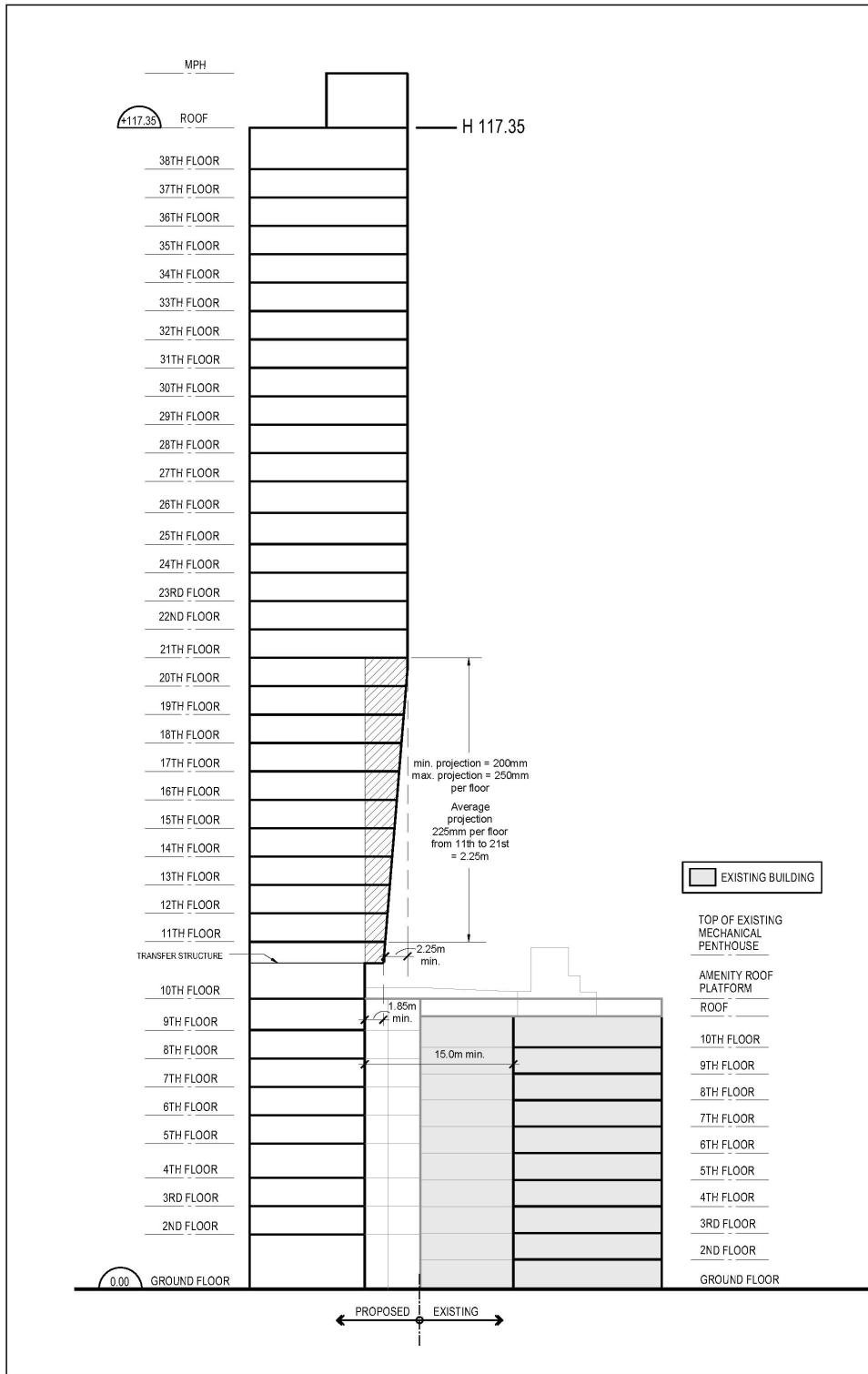
MAP 2



MAP 3



MAP 4



MAP 5