

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 1014-2020(LPAT)

To amend Zoning By-law 569-2013, as amended, with respect to the lands municipally known in the year 2019 as 75 Broadway Avenue.

Whereas the Local Planning Appeal Tribunal pursuant to its Decision/Order issued on November 20, 2020 in File PL171295 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 569-2013, 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 provisions relating to the authorization of increases in height and density of development; and

Whereas pursuant to Section 37 of the Planning Act, a by-law under Section 34 of the Planning Act, may authorize increases in the height and density of development beyond those otherwise permitted by the by-law and that will be permitted in return for the provision of such facilities, services or matters as are set out in the by-law; and

Whereas subsection 37(3) 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, the 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 569-2013 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 or 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 569-2013, as amended, of the City of Toronto is further amended by the Local Planning Appeal Tribunal as follows:

1. The lands subject to this By-law is outlined by heavy black lines on Diagram 1 attached to this By-law.
2. The words highlighted in bold type in this By-law have the meaning provided in Zoning By-law 569-2013, Chapter 800 Definitions.
3. Zoning By-law 569-2013, as amended, is further amended by amending the zone label on the Zoning By-law Map in Section 990.10 respecting the lands outlined by heavy black lines to R (d2.0) (x 92), as shown on Diagram 2 attached to this By-law.
4. Zoning By-law 569-2013, as amended, is further amended by adding Article 900.2.10 Exception Number 92 so that it reads:

(92) Exception R 92

The lands, or a portion thereof as noted below, are subject to the following Site Specific Provisions, Prevailing By-laws and Prevailing Sections.

Site Specific Provisions:

- (A) On 75 Broadway, if the requirements of Section 5 and Schedule (A) of By-law 1014-2020(LPAT) are complied with, a **building** or **structure** may be erected or constructed in compliance with (B) to (GG) below;
- (B) In addition to the uses permitted by clauses 10.10.20.10 and 10.10.20.20, a temporary sales office is permitted, 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 lands 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 1014-2020(LPAT);
- (C) Despite regulation 10.10.40.1(2), two residential **buildings** are permitted;
- (D) Despite 10.5.40.10(1) and 800.50(240), the height of any **building** or **structure** is measured as the vertical distance between the Canadian Geodetic Datum elevation of 161.47 metres and the highest point of the **building** or **structure**;
- (E) Despite regulation 10.10.40.10(1), the heights of the **buildings** erected on the **lot** must not exceed the maximum height in metres specified by the numbers following the symbol HT as shown on Diagram 3 of By-law 1014-2020(LPAT);
- (F) Despite (E) above and regulations 10.5.40.10(3), 10.5.40.10(4), 10.10.40.10(8) and (9), the following may exceed the height indicated by the numbers following the symbol "HT" on Diagram 3 of By-law 1014-2020(LPAT) to the extent indicated as follows:

- 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 associated **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;
- (G) The heights of the **buildings** erected on the **lot** must not exceed the maximum height in **storeys** specified by the numbers following the symbol ST as shown on Diagram 4 of By-law 1014-2020(LPAT). This shall not apply to **storeys** in the existing portion of the apartment building and the mechanical penthouse and transfer structure shall not be considered **storeys**;
- (H) Despite regulation 10.10.40.40(1), the amount of **gross floor area** erected or used on the **lot** must not exceed 35,800 square metres;
- (I) Despite regulation 10.5.40.40.(4), the **gross floor area** of an **apartment building** may also be reduced by the area used in the **building** for voids in the wall used to store mechanical or electric equipment;
- (J) A maximum of 520 **dwelling units** are permitted on the **lot**, subject to the following conditions:
- i. No less than 20 percent of the **dwelling units** constructed after the date of the passing of By-law 1014-2020(LPAT) must include two bedrooms; and
 - ii. No less than 10 percent of the **dwelling units** constructed after the date of the passing of By-law 1014-2020(LPAT) must include three bedrooms;

- (K) Despite regulation 10.5.60.50(2), the total floor area of all **ancillary buildings** or **structures** must not be greater than 260 square metres;
- (L) Despite regulations 10.5.40.70(1), 10.5.60.20(2) and (3), 10.10.40.30(1)(B), and 10.10.40.70(1) to (4), the minimum required **building setbacks** and the maximum permitted **building depth** for **buildings** and **structures** on the **lot** are as shown on Diagram 5 of By-law 1014-2020(LPAT);
- (M) Despite (L) above and regulation 10.5.40.50(2) and clause 10.5.40.60 the following encroachments are permitted beyond the heavy lines shown on the attached Diagram 5 of By-law 1014-2020(LPAT) to the extent indicated as follows:
- i. balconies may encroach a maximum of 1.5 metres in the locations identified as "balcony projection zones" on Diagram 5;
 - 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, roof equipment and access ramps, may encroach into the required front yard, side yards, and rear yards by 1.5 metres;
- (N) Despite (L) above, portions of the east exterior **main wall** of the tower as shown on Diagram 3, shall be permitted to project from the east exterior **main wall** in accordance with Diagram 6;
- (O) Despite regulation 10.5.50.10(4), a minimum of 2,265 metres of **landscaping** must be provided; of which 1,220 square metres shall consist of **soft landscaping**;
- (P) Despite regulation 10.5.50.10(5), a 1.3 metre wide strip of **soft landscaping** is required along the south property line and the east property line, which shall exclude the northerly portion of the east property line where the privately owned public space (POPS) is located, as shown on Diagram 5;
- (Q) Despite regulation 10.10.40.50(1), **amenity space** for the **buildings** must be provided as follows:
- i. Indoor **amenity space** must be provided at a rate of no less than 2.0 square metres for each **dwelling unit** constructed after the date of the passing of By-law 1014-2020(LPAT); and
 - ii. Outdoor **amenity space** must be provided at a rate of no less than 2.0 square metres for each **dwelling unit** constructed after the date of the passing of By-law 1014-2020(LPAT);
- (R) Despite regulation 200.5.10.1(1) and Table 200.5.10.1, a minimum of 142 **parking spaces** must be provided for residents;

- (S) Despite regulation 200.5.10.1(1) and Table 200.5.10.1, a minimum of 15 **parking spaces** must be provided for visitors;
- (T) Of the minimum 142 **parking spaces** to be provided for residents, a maximum of 8 **parking spaces** may be used exclusively for "car share" parking. For the purposes of this by-law, "car share" means a **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 lands;
- (U) Despite regulation 200.5.1.10(2)(A)(iv), a maximum of 30 **parking spaces** may be obstructed according to regulation 200.4.1.10(2)(D) and the parking space will not require a width greater than 2.6 metres;
- (V) Despite regulation 200.5.1.10.(2), any **parking spaces** existing on the **lot** in the year 2020 are deemed to comply;
- (W) Despite regulation 200.15.10(1)(C), a minimum of 6 accessible **parking spaces** must be provided for residents;
- (X) Despite regulations 220.5.10.1(2) and 220.5.10.1(11), a minimum of one Type "G" and one Type "C" **loading space** must be provided and maintained;
- (Y) Regulation 10.5.100.1(5) does not apply to the lands subject to this by-law;
- (Z) Regulation 10.10.40.80 does not apply to the lands subject to this by-law;
- (AA) Despite regulation 10.5.80.1(2)(A), an **ancillary** outdoor area may be used for the parking or storing of more than three **vehicles** if the **ancillary** outdoor area used for the parking and storing of **vehicles** is located a minimum of 3.0 metres at **grade** from the **residential building** on the **lot**;
- (BB) Despite regulation 10.5.80.1(2)(B) and (C), no fence is required for an **ancillary** outdoor area used for the parking or storing of **vehicles**;
- (CC) Despite regulation 10.5.80.40(3), vehicle access to **parking spaces** on the **lot** will be permitted from the west adjacent lands;
- (DD) Despite regulation 10.5.60.1(4), an **ancillary building** or **structure** may be erected prior to the erection of the **main walls** and completion of the roof of a **residential building** on the same **lot**;
- (EE) Despite regulation 10.5.100.1(4)(B), there is no maximum permitted **driveway** width;
- (FF) Despite regulation 10.5.150.1(1), waste and recyclable materials may be stored in a partially enclosed outdoor area; and

(GG) Despite regulation 230.5.1.10.(9), long-term bicycle parking spaces are permitted to be located in all below-grade levels of the building.

5. Section 37 Provisions

- (A) Pursuant to Section 37 of the Planning Act, and subject to compliance with this By-law, the increase in height and density of the development is permitted beyond that otherwise permitted on the lands shown on Diagrams 1 and 2 in return for the provision by the owner, at the owner's expense of the facilities, services and matters set out in Schedule A hereof and which are secured by one or more agreements pursuant to Section 37(3) of the Planning Act that are in a form and registered on title to the lands, to the satisfaction of the City Solicitor.
- (B) Where Schedule A of this By-law requires the owner to provide certain facilities, services or matters prior to the issuance of a building permit, the issuance of such permit shall be dependent on satisfaction of the same.
- (C) The owner shall not use, or permit the use of, a building or structure erected with an increase in height and density pursuant to this By-law unless all provisions of Schedule A are satisfied.

Local Planning Appeal Tribunal Decision issued 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 in Diagrams 1 and 2 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 Diagram 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.

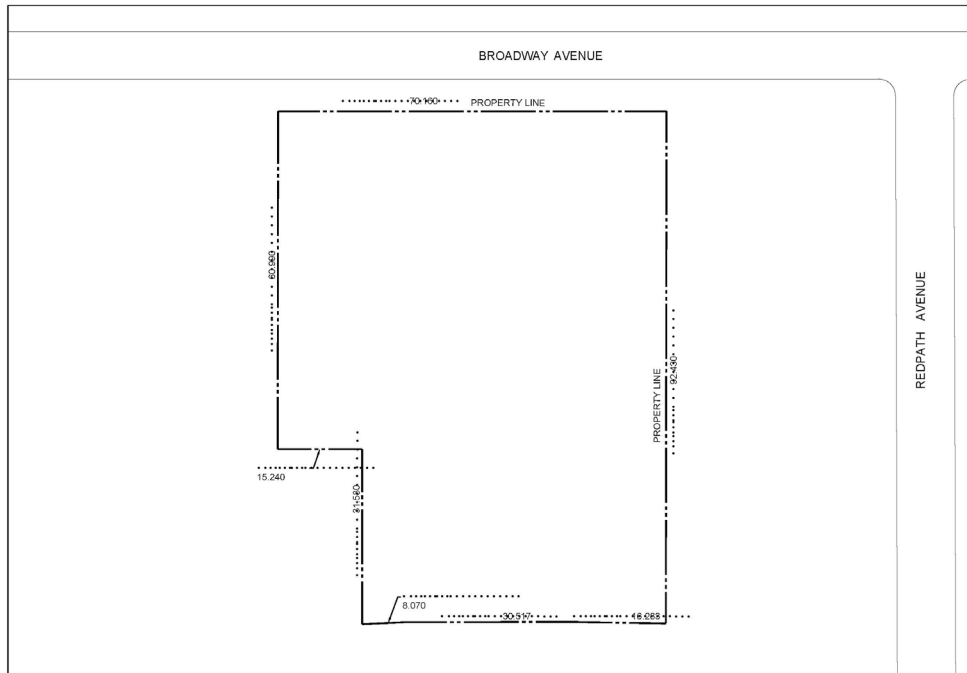


DIAGRAM 1

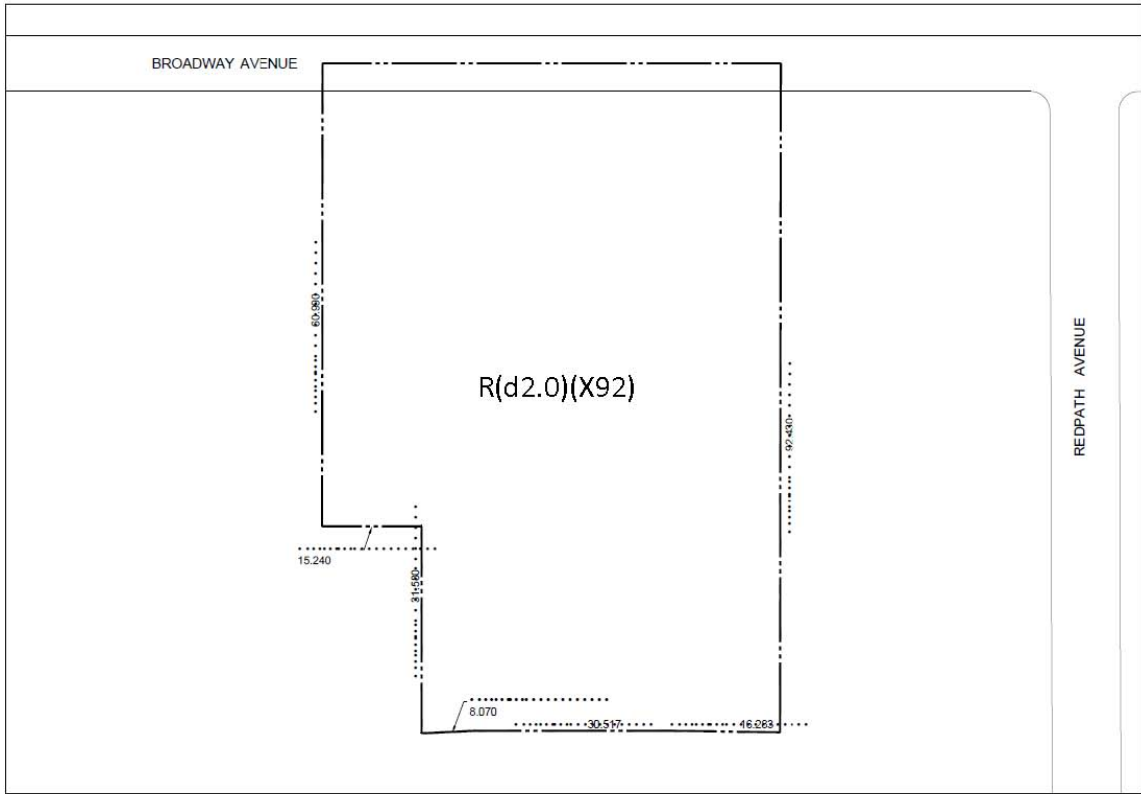


DIAGRAM 2

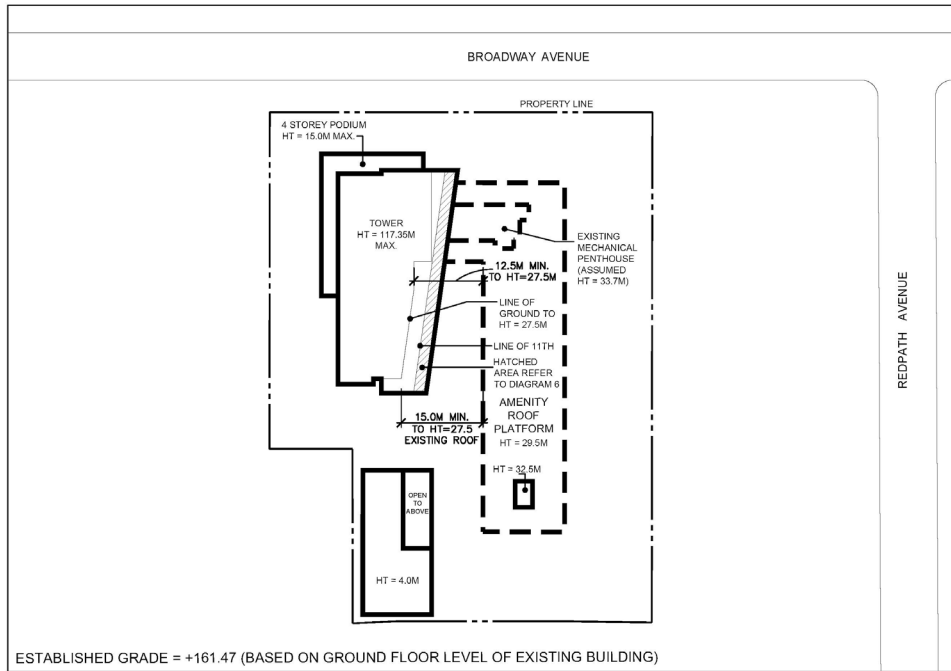


DIAGRAM 3

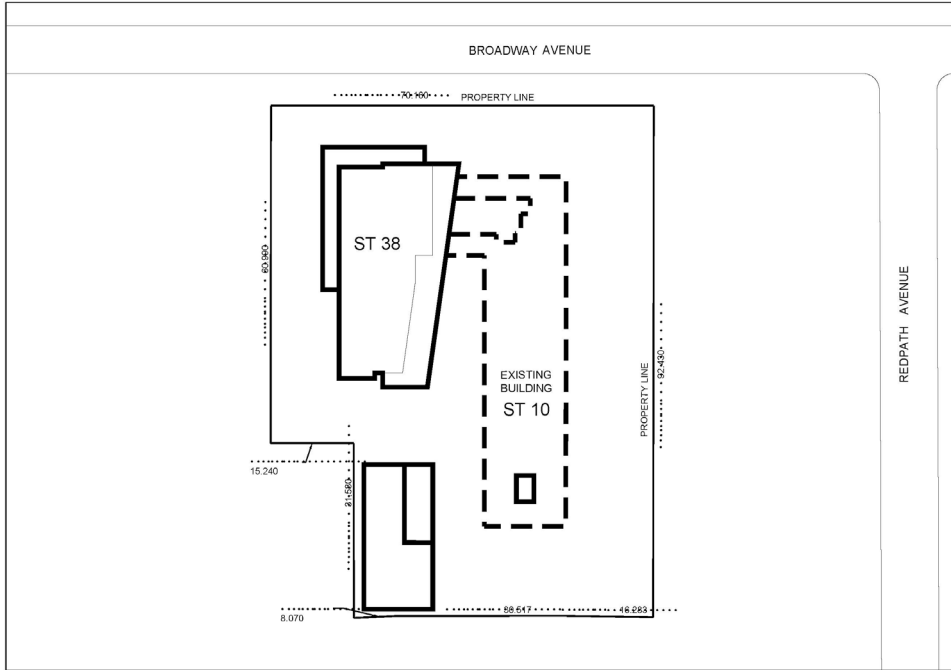
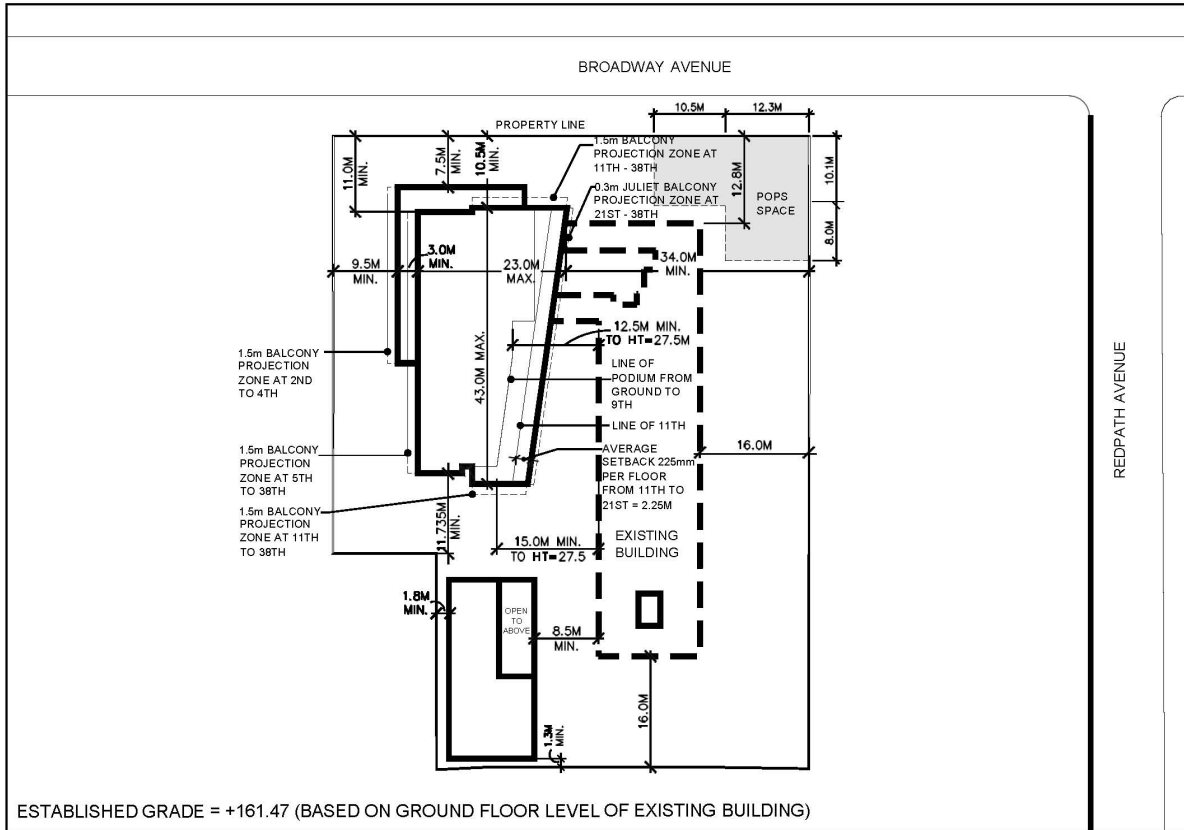


DIAGRAM 4



ESTABLISHED GRADE = +161.47 (BASED ON GROUND FLOOR LEVEL OF EXISTING BUILDING)

DIAGRAM 5

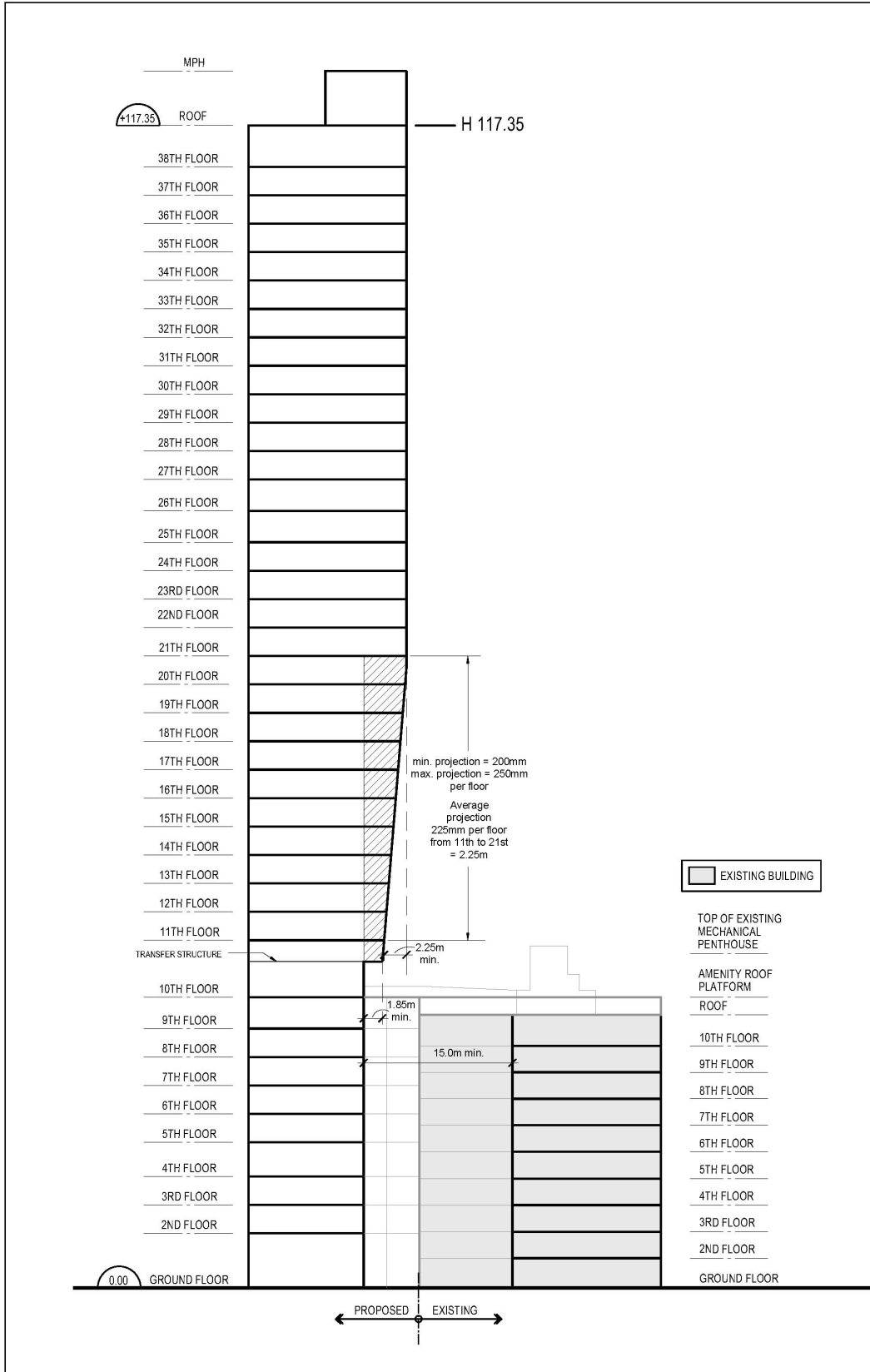


DIAGRAM 6