



DEVRY SMITH FRANK *LLP*
Lawyers & Mediators

marc.kemerer@devrylaw.ca
416.446.3329

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Our File No.: DEMTA850

Sent by Email to email: teycc@toronto.ca

Toronto and East York Community Council
Ellen Devlin, City Clerks
2nd floor, West Tower, City Hall
100 Queen St. W.
Toronto, ON M5H 2N2

Dear Ms. Devlin and Members of Community Council:

**Re: 25 and 35 Liberty Street, 58 Atlantic Avenue, and 51, 61 and 65 Jefferson Avenue
TEYCC Items 32.3 and 32.4**

I represent the individuals listed in Schedule "A" to this letter. They are current and former tenants in the above-noted premises.

At its meeting tomorrow Toronto and East York Community Council will have before it:

1. a Planning Staff report dated 16 April 2018 (the "**Staff Report**") recommending that City Council approve Zoning Amendment and Rental Housing Demolition Applications (the "**Applications**") to allow for the development of a 10-storey commercial office building on the subject lands. The Applications would allow for the demolition of the live/work units my clients have called home for many years. Those units were described as (a) "eminently suitable in an area of transition" in a 1999 Ontario Municipal Board decision approving that use in the buildings, and (b) an "important type of housing" in the Staff Report; and
2. a Report from the Preservation Services Board (the "**Heritage Report**") recommending that Council refuse the proposed alterations to 58 Atlantic Avenue and direct Heritage Preservation Services to re-evaluate the heritage attributes of that building.

On behalf of my clients I am requesting that Community Council/Council:

1. refuse the Applications;
2. in the alternative, defer them to be considered at a later meeting of Community Council to allow for:

- a. the re-evaluation of 58 Atlantic; and
 - b. further discussions between my client, the City and the proponent around the proposed Tenant Relocation Plan.
3. in the further alternative, approve an improved Tenant Relocation Plan as set out in the 14 January 2018 letter to Deanna Chorney. A copy of that letter is attached hereto as Schedule "B".

Council Should Refuse the Applications

It is our submission that the live/work units the applicant proposes to demolish represent employment uses that the City wants to promote in the Liberty Village neighbourhood. Moreover, they cannot be replicated – if my clients are relocated they will now need to relocate to separate residential and work spaces. This is likely not possible for them for economic reasons.

It does not represent good planning to, literally, demolish units which are recognized as an appropriate use and have performed a vital function in revitalising this area

As the Heritage Report makes clear, the Applications will also, unless further considered, represent a tear in the heritage fabric of the area.

For these reasons we strongly believe that the Applications should be refused.

Council Should Defer the Applications

If Council is not to refuse the Applications, it would be appropriate at this time to defer them to:

1. revisit the heritage protections to be afforded 58 Atlantic per the Heritage Report; and
2. allow for further discussions regarding the proposed Tenant Relocation Plan. The Plan is deficient and, as a result, my clients understood was to be the subject of further discussions.

We submit that it is premature to proceed with the Applications until these fundamental issues have been resolved.

Council Should Improve the Tenant Relocation Plan

The proposed Plan is deficient in a number of respects, including that the Plan would require that my clients:

1. vacate their current units before moving in to 11 or 25 Ordnance Street. This is punitive and unnecessary: the new buildings should be finished around the same time that the proposed building has obtained site plan approval and all applicable permits. It visits a great prejudice and hardship on my clients that can be avoided. The Plan should allow for the move to the new units only when they are ready for occupancy.

2. pay:

- i. an initial rent increase of 4% for new units that are considerably smaller than their current units and do not represent an improvement in their living conditions;
- ii. parking and storage locker fees that they do not currently incur. This is not placing them in a situation comparable to their existing rental circumstances.

Those fees and charges should not be part of the Plan.

3. accept a level of compensation that does not reflect the new costs they will be incurring as a result of having to move out of their current homes. The compensation should be increased in accordance with Schedule "B" to reflect this reality.

Section 37 Contribution

As an additional item, my clients believe that any approval for redevelopment should include section 37 benefits in the form of 12 individual work spaces (500 square feet) within the proposed building for use as studios by my clients. This would resolve the issue of my clients having to pay for living and work space and would be similar to space provided to Artscape through a section 37 contribution in a development on Queen Street West.

The development proposal and the prospect of losing their live/work units has been very stressful and expensive for my clients. They trust that Council will understand this and refuse, or, in the alternative, improve the Applications.

We thank you in advance for your consideration of our requests.

Yours truly,

DEVRY SMITH FRANK LLP

A handwritten signature in black ink, appearing to read 'MK', with a stylized flourish extending to the right.

Marc P. Kemerer
MPK/jrg

Encl.

Schedule "A"

David Bottrill

Taras Demerson

Michael Patrick Golland

Steven James Kucher

Robert Lee

Mario Miotti

Rod Ponce

Lee Smith & Madeleine Seignoret

Stephanie Wierzbicki

Neil Williamson

Alicia Zwicewicz

Gerrard Baron

(Ms. Zwicewicz and Mr. Baron were evicted by the proponent in 2015 but have maintained their status through appeals to the Landlord and Tenant Board)

Schedule "B"

January 14, 2018

Deanna Chorney, MCIP, RPP
Senior Planner, Community Policy
City Planning, Strategic Initiatives, Policy & Analysis
Metro Hall, 55 John Street, 22nd Floor
Toronto, ON M5V 3C6

Dear Deanna.

Thank you for the opportunity to reply to the Tenant Relocation Plan proposed by the Applicant. This reply is provided on behalf of the 12 tenants set out in the attached spread sheet (together the "Tenants").

The spread sheet sets out the actual unit sizes / out-door spaces and actual number of bed rooms of the units at issue – you will note that the sizes & number of bed rooms you have used in your Existing Rent Thresholds calculations are incorrect – you will also note that the sizes of these existing units is generally the same or larger than the 2-bedroom units in the Novus project.

Also please note that the majority of Tenants have Hydro Utility included in their rent.

Should City Council approve the proposed development (and we do not think it should) the Tenant Relocation Plan should be as follows:

Timing

1. The Tenants will remain in their current units until the proposed replacement housing units in the Novus building (the "Replacement Units") are ready for occupancy and until all tenants occupying the 42 live-work units designated as residential have received identical notice to vacate the complex for demolition.

Compensation

2. The following compensation shall be provided to the Tenants:
 - a. 3 months' rent in accordance with the *Residential Tenancies Act, 2006* (the "Act"); and
 - b. additional compensation as follows:
 - occupancy of >1 to <5 years - 3 months' rent.
 - occupancy of >5 to <10 years - 6 months' rent.
 - occupancy of >10 to <15 years - 9 months' rent.
 - occupancy of >15 to <20 years - 12 months' rent.
 - occupancy of 20+ years - 15 months' rent

3. \$2,000 to each Tenant relocating to the Replacement Units to cover moving expenses, to be paid once the Replacement Units are ready for occupancy.
4. For the Tenants moving into the Replacement Units:
 - a. Subject to paragraph 6 below, the Tenants shall be relocated in the 2-bedroom Replacement Units (like for like in terms of unit sizes);
 - b. Rent shall be the same as currently paid by the Tenants and shall include all indoor and outdoor amenities. There shall be no one-time rent increase of 4% as the Replacement Units do not represent an improvement for the Tenants over their existing situation. Any rent increases shall be strictly in accordance with the Act;
 - c. Hydro electric utility shall be provided for all of the Replacement Units at no additional charge;
 - d. The provision of one storage locker at no charge and the option to rent additional storage lockers at \$20/M and secured bicycle parking at no additional charge for all of the Replacement Units.
 - e. The provision of one parking spot per tenant (if required) at \$100/M
 - f. In accordance with City policy the Units shall be secure for a minimum period of 20 years.
5. For a period of ten years, commencing on the date the Replacement Units are ready for occupancy, the Applicant shall pay for the rent for a commercial space off-site of the same size as the Tenant is giving up to relocate (the "Replacement Space"). If the new commercial space is larger than the size of the Replacement Space the Tenant shall pay the rent attributable for that difference.
6. A Tenant may accept a 1-bedroom Replacement Unit in exchange for a larger commercial space off-site.
7. The Tenants who choose not to move into the Replacement Units shall be compensated:
 - a. in accordance with paragraphs 2 and 3 (payable when the Tenant has vacated his/her current unit); and
 - b. provided with additional compensation in an amount equivalent to the difference between their current monthly rent and current market value of a similar sized space for a period of 10 years.

For clarity, the Tenants take the position that the proposed development should not be approved. In the alternative, if it is approved by City Council the approval should be conditional upon the provision of a minimum of 12 live-work units being provided in the new building. In addition to compensation being provided to the Tenants in accordance with the above, the tenants should have first rite of refusal to occupy the live-work units for like rent and additional compensation of \$2000 to cover moving expenses.

Sincerely,

Michael Patrick Golland
Lee Smith & Madeleine Seignoret
Robert Lee
Stephanie Wierzbicki
Steven James Kuche
Neil Williamson
Taras Demerson
David Bottrill
Mario Miotti
Alicia Zwicewicz
Rod Ponce
Gerrard Baron