

Attachment 19: Affordable Rental Housing General Terms and Conditions

1. Provision of Affordable Rental Housing:

a) The owner shall provide a minimum of 10% of the total number of dwelling units on the Lands, and shall generally be no less than 9,010.7 square metres for Affordable Rental Housing ("Affordable Rental Housing Units") which currently represents 141 Affordable Rental Housing Units on the lands known as 87 Ethel Avenue to the satisfaction of the Chief Planner and Executive Director, City Planning and Executive Director, Housing Secretariat.

b) All Affordable Rental Housing Units shall be owned and operated by a single residential housing provider within each Building to the satisfaction of the Chief Planner and Executive Director, City Planning and Executive Director, Housing Secretariat.

c) Within each Building that contains Affordable Rental Housing Units, and if the Building is subject to an approval of any condominium under the Condominium Act, the Affordable Rental Housing Units shall be maintained as a single stratified parcel within each Building with a shared facilities agreement binding on the owner, including the condominium corporation.

d) The Affordable Rental Housing Units will be provided on the lands as follows:

i) Building 1 Phase I (Tower A), 2,262.10 square meters or 25% of the gross floor area on the lands, to be located on floors 3 to 6 and 7 to 10;

ii) Building 1 Phase I (Tower B), 2,610.50 square meters or 29% of the gross floor area on the lands, to be located on floors 3 to 6 and 7 to 10;

iii) Building 2 Phase II (Tower C), 2,288.40 square meters or 25% of the gross floor area on the lands, to be located on floors 5 to 6 and 8 to 10; and,

iv) Building 2 Phase II (Tower D), 1,849.70 square meters or 21% of the gross floor area on the lands, to be located on floors 5 to 6 and 8 to 10.

e) the final location and exact amount of the Affordable Rental Housing Units located within each of Building on the Lands shall be satisfactory to the Chief Planner and Executive Director, City Planning, provided the overall minimum requirement of 10% of the total number of dwelling units is provided as Affordable Rental Housing Units on the Lands.

f) The Affordable Rental Housing Units shall be ready and available for occupancy no later than the time 70% of the other residential units in the Phase are ready and available for occupancy.

g) The Affordable Rental Housing Units shall be constructed to a fully finished condition, to a similar standard as the market units in the remainder of the development.

h) The Owner shall maintain the Affordable Rental Housing Units in a contiguous grouping of at least six (6) Rental Dwelling Units.

2. Units

a) The Affordable Rental Housing Units will be provided as generally illustrated on the plans by Turner Fleischer Architects Inc. dated September 13, 2024 to the satisfaction of the Chief Planner and Executive Director, City Planning and the Executive Director, Housing Secretariat.

b) The unit mix and sizes of the Affordable Rental Housing Units shall generally meet the unit sizes in the Affordable Rental Housing Design Guidelines and be to the satisfaction of the Chief Planner and Executive Director, City Planning and the Executive Director, Housing Secretariat and generally be reflective of the following:

i) Seventy one-bedroom units, with an average size of 49 square metres and a minimum unit size of 36.9 square metres;

ii) Fifty-two two-bedroom units, with an average size of 66.7 square metres and a minimum size of 60.1 square metres; and,

iii) Nineteen three-bedroom units, with an average size of 80.7 square metres and a minimum size of 74.6 square metres.

c) The final unit sizes and breakdown of the Affordable Rental Housing Units will be exclusive of balconies.

d) The size, location and layout of the Affordable Rental Housing Units shall be indicated in the approved drawings for the Site Plan Control application for the Site, subject to minor modifications at the detailed design stage prior to the issuance of the first Above Grade Building Permit for the lands.

e) The Affordable Rental Housing Units shall be secured through one or more Agreement(s) with the City prior to lifting the Holding Provision for the Zoning by-law to the satisfaction of the Chief Planner and Executive Director, City Planning and the Executive Director, Housing Secretariat

3. Rents

a) The initial rents (inclusive of utilities) charged to the first tenants of the Affordable Rental Housing Units and upon turnover of any Affordable Rental Housing Unit for the duration of the Affordability Period shall not exceed the lower of the City of Toronto Official Plan income-based affordable rental housing definition or affordable rental housing as defined in the Provincial Affordable Residential Units Bulletin.

b) After the first year of occupancy of any of the of the Affordable Rental Housing Units and for the duration of the Affordability Period, the rent (inclusive of utilities) charged to tenants occupying such units may be escalated annually by not more than the annual provincial rent guideline, regardless of whether such guideline is applicable to the units

under the Residential Tenancies Act or any successor legislation governing residential tenancies in Ontario, until the tenancy ends, provided that at no point shall the rent (inclusive of utilities) charged exceed the lower of the Official Plan income-based affordable rent definition or the Provincial definition of affordable.

c) If utilities are to be paid directly by the tenant household, the rents must be adjusted in accordance with the Utility Allowance as determined by the City and to the satisfaction of the Executive Director, Housing Secretariat.

4. Affordability Period

a) The Affordable Rental Housing Units shall be maintained as affordable rental housing for a 40-year Affordability Period.

b) The owner shall provide and maintain the affordable rental housing units at the rents identified in Part 3 above for the duration of the 40-year Affordability Period. The owner agrees that during the Affordability Period it shall not:

i) Apply to convert any Affordable Rental Housing Unit to a non-Rental Dwelling Unit purpose;

ii) Demolish during the Affordability Period any Affordable Rental Housing Unit without replacement of same, to the satisfaction of the Chief Planner;

iii) Apply for approval of a Description in accordance with the Condominium Act, with respect to any Affordable Rental Housing Unit, or

iv) Register the Replacement Rental Units under the Condominium Act or any other form of ownership tenure, such as life lease or co-ownership as defined in Chapter 667 that provides a right to exclusive possession of an Affordable Rental Housing Unit ; and

v) Upon the expiration of the Affordability Period, the owner shall continue to provide and maintain the Affordable Rental Housing Units as rental dwelling units, unless and until such time as the owner has applied for and obtained approvals necessary to do otherwise.

5. Administration and Renting of Affordable Rental Housing

a) During the 40-year Affordability Period, the owner agrees to work with the City to administer the units in accordance with the City's Affordable Rental Housing Administration Manual.

b) The owner will offer the units to eligible households who have demonstrated that they are in need of affordable rental housing and who are on the City's centralized rental housing access system or, in the event the centralized rental housing access system is not available, through a fair and transparent advertising and selection process to the satisfaction of the Executive Director, Housing Secretariat; and at least 6 months in advance of any Affordable Rental Housing Unit being made available for rent, the housing provider shall develop and implement an Access Plan which will outline how

the Affordable Rental Housing Units will be rented to eligible households in consultation with, and to the satisfaction of, the Executive Director, Housing Secretariat.

6. Amenities

a) All the Affordable Rental Housing Units will have access to all areas of the building, including all common and amenity areas.

b) Tenants of the Affordable Rental Housing Units will have equal access to all indoor and outdoor amenity spaces in the building on the same terms as other residents of the building.

c) All Affordable Rental Housing Units will have air conditioning and ensuite laundry provided with no extra charges for appliances.

d) Tenants will have equal access to bicycle parking/bicycle lockers in accordance with the zoning by-law.

7. Agreements for the Affordable Rental Housing

a) The Owner shall enter into and, as determined by the City Solicitor, register in priority on title to the lands at 87 Ethel Avenue, an agreement for the provision of the Affordable Rental Housing Units as a condition of lifting the holding symbol contained in the Zoning By-law applicable to the Site.

b) The Owner shall register a Section 118 Restriction on title to the Lands under the Land Titles Act, in a form and with priority to the satisfaction of the City Solicitor, restricting any transfer or charge of the Lands without the consent of the Chief Planner in respect of the Affordable Housing Units, either concurrent with, or prior to, registration of the agreement on title to the lands, in a manner satisfactory to the City Solicitor.

c) The Chief Planner and Executive Director, City Planning may in their sole discretion refuse to consent to a charge or transfer of the Lands compromising the Affordable Rental Housing Units (or any portion thereof) to a third party for any reason. Should the Chief Planner, wish to consent to a transfer or charge, then prior to providing such consent, the Chief Planner, shall require:

i) a transferee to enter into a direct agreement with the City to assume all obligations of the Owner under the Agreement relating to the Affordable Rental Housing Units, in a form satisfactory to the City Solicitor; and

ii) a chargee to enter into and register against the title to the Lands, a direct agreement with the City providing that in the event the chargee takes possession of or transfers the Affordable Rental Housing Units, the chargee shall assume all obligations of the Owner under the Agreement relating to Affordable Rental Housing Units, in a form satisfactory to the City Solicitor;

d) The Owner agrees that the Section 118 Restriction shall remain on title to the Lands, until such a time as required to fulfill the obligations under the Agreement to the satisfaction of the Chief Planner and the City Solicitor.

e) The Owner agrees that as a condition of the City agreeing to such a transfer contemplated by this Agreement, the Owner will consent in the transfer to the continuation of the Section 118 Restrictions on title to the Lands or if necessary the registration of new Section 118 Restrictions on title to the Lands upon such a transfer to the satisfaction of the City Solicitor.

8. Tenant Access

- a) The Owner covenants and agrees to develop an Access Plan in consultation with, and to the satisfaction, of the Chief Planner and Executive Director, Housing Secretariat at least six (6) months in advance of any Affordable Rental Housing Units within the Development being made available for rent. The Access Plan is intended to identify how the Owner will be offering Affordable Rental Housing Units and selecting tenants in support of a fair and transparent selection process.
- b) The Owner agrees to offer any Affordable Rental Housing Units to tenant households who have demonstrated that they are in need of affordable rental housing and who are on a the City's centralized housing access system or, in the event the centralized housing access system is not available, through a fair and transparent advertising and selection process to the satisfaction of the Chief Planner and Executive Director, Housing Secretariat.
- c) The Owner shall not lease any Affordable Rental Housing Units as a Short-Term Rental.
- d) The Owner will ensure that households renting an Affordable Rental Housing Units have incomes of no more than four (4) times the annual rent.
- e) The Owner will ensure that the following occupancy standards are observed when entering into a tenancy agreement for Affordable Rental Housing Units:
 - i. A minimum of one and maximum of two persons per bedroom; and
 - ii. a maximum of one-bedroom for spouses.

9. Reporting and Monitoring

- a) The Owner agrees to submit a table of the Affordable Rental Housing Units at the time of initial occupancy which designates the Affordable Rental Housing Units by building address and unit number, identifies each unit's bedroom type and floor area, and specifies the Initial Rent and any vehicle parking and/or storage charges, if any.
- b) The Owner agrees to update the table required in 9 a) annually illustrating the rent increase calculations applied to the Initial Rents charged to the Affordable Rental Housing Units, and provide a list of the unit addresses, including tenants names, and submit it to the Chief Planner and Executive Director, Housing Secretariat.

- c) At the request of the Chief Planner from time to time, the Owner agrees to update the table in 9 a) as appropriate, and submit it to the Chief Planner and Executive Director, Housing Secretariat.