

Attachment 12: 123 Garratt Affordable Rental Housing Terms and Conditions

1. Provision of Affordable Rental Housing

- a) Pursuant to the secondary plan policies, a minimum amount of affordable housing within each District shall be provided. Policy 12.1.2 requires the provision of affordable housing on the Lands through one or more of the following delivery mechanisms: (a) the conveyance of land to the City sufficient to accommodate 20% of the residential gross floor areas; (b) the provision of 10% of residential gross floor area as purpose built rental units with affordable rents secured for a period of no less than 20 years; and/or (c) the conveyance to the City of 5% of residential gross floor area as purpose built rental or affordable ownership units. The Owner agrees that a minimum of 21,540 square metres of residential gross floor area shall be constructed on the Lands and owned, operated, or leased to and operated by a non-profit housing provider for the purpose of operating a social housing program ("Affordable Rental Housing") pursuant to Section 453.1 of the City of Toronto Act, 2006, in consultation with and to the satisfaction of the Chief Planner and Executive Director, City Planning and Executive Director, Housing Secretariat. Should additional densities above 215, 400 square metres of residential gross floor area be constructed, additional affordable rental housing may be required, in accordance with the secondary plan policies.
- b) The Owner (and operator, if different from the Owner and known at that time) will enter into and register on title to the Lands, an agreement with the City pursuant to section 453.1 of the City of Toronto Act, 2006 to secure the provision of the Affordable Rental Housing (the "Affordable Housing Agreement") prior to the removal of the holding provision permitting any residential use on the Lands. If the non-profit housing provider has not been selected at the time of execution of the Affordable Housing Agreement, the Affordable Housing Agreement shall provide that, prior to the non-profit housing provider owning, licensing or leasing the Affordable Rental Housing Units, the Owner shall require the non-profit housing provider to enter into the Affordable Housing Agreement, including an amending agreement as required.
- c) It is the intention of the City and the Owner that the Affordable Housing Agreement serve as notice to future owners of the Lands and binds successor owners of the Lands.
- d) Each dwelling unit intended to be provided as Affordable Rental Housing (each an "Affordable Rental Housing Unit", together the "Affordable Rental Housing Units") shall be owned or operated or leased to and operated by a non-profit housing provider to the satisfaction of the Chief Planner and Executive Director, City Planning and Executive Director, Housing Secretariat.
- e) The non-profit housing provider(s) shall be selected by the Owner and shall be a non-profit housing co-operative as defined in the *Co-operative Corporations Act* or a non-profit corporation(s) as defined in the *National Housing Act* (Canada) and that in the opinion of the City, is designed to provide housing accommodating primarily for persons with low to moderate incomes not exceeding the greater of:
 - i. the amount required to finance, operate and maintain such accommodation without profit, and

- ii. the amount required to be charged for such accommodation under the terms of an agreement respecting the financing of the accommodation where one party is the provincial or federal government or an agent of either;

and be selected in consultation with, and to the satisfaction of, the Chief Planner and Executive Director, City Planning and Executive Director, Housing Secretariat.

- f) A minimum of 10% of the total residential gross floor area provided on Blocks B, C, D, I and J shall be provided as Affordable Rental Housing on either Block C or D, and administered by no more than one (1) non-profit housing provider.
- g) A minimum of 10% of the total residential gross floor area provided on Blocks E, F, and K shall be provided as Affordable Rental Housing on Block F, and administered by no more than one (1) non-profit housing provider.
- h) If *more* than 10% of the residential gross floor area for Blocks B, C, D, I, and J is provided as Affordable Rental Housing (an “Advanced Contribution”), on either of Block C or D, the Owner will receive a credit for the Advanced Contribution that is applied to correspondingly reduce the minimum amount of Affordable Rental Housing required to be delivered on Block F.
- i) The Affordable Rental Housing Units shall be constructed to a fully finished condition (which for greater clarity does not include furnishings), and generally to the same standard as the market dwelling units in the remainder of the Lands. The buildings containing the affordable rental housing units shall be constructed and maintained in accordance with at least Tier 1, Toronto Green Standard, and the Owner shall be encouraged to achieve Tier 2, Toronto Green Standard, or higher, where appropriate, consistent with the performance standards of Toronto Green Standards applicable at the time of a complete Site Plan Control application for each building.

Timing of Delivery of Affordable Housing Units

- j) The Affordable Rental Housing Units:
 - i. Shall be delivered on either Block C or D and shall be made ready and available for occupancy prior to more than 107,572 square metres of residential gross floor area on Blocks B, C, D, I and J being ready and available for occupancy; and
 - ii. Shall be delivered on Block F, and shall be made ready and available for occupancy prior to the issuance of the first above-grade building permit permitting more than 16,000 square metres of residential gross floor area on Blocks E, F and K.
- k) The Affordable Rental Housing Units shall be maintained in contiguous groupings of at least six (6) Rental Dwelling Units.

2. Units

- a) The unit mix and sizes of the Affordable Rental Housing Units shall meet the unit sizes in the Affordable Rental Housing Design Guidelines, or the requirements of the non-profit housing provider administering the units, or be of the same unit mix and average unit size by unit type of the market units in Blocks B, C, D, I, and J for the Affordable Housing Units delivered on Block C or D, and in Blocks E, F, and K, for Affordable Housing Units delivered on Block F, to the satisfaction of the Chief Planner and Executive Director, City Planning and the Executive Director, Housing Secretariat.
- b) The final unit sizes and breakdown of the Affordable Rental Housing Units will be exclusive of balconies and/or outdoor space.
- c) As part of the first submission for site plan approval for each building containing affordable rental units, the Owner shall provide to the City an Affordable Housing Report identifying the selected non-profit housing provider to administer the Affordable Rental Housing units (selected in consultation with the City), unit size, unit mix, location, associated services and amenities to be provided, and layout of the applicable building(s) containing affordable rental units, 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 City of Toronto Official Plan income-based affordable rental housing definition.
- 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) Utilities include the cost of hydro, heat, water and hot water and are the responsibility of the non-profit housing provider. 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 99-year affordability period.

5. Administration and Renting of Affordable Rental Housing

- a) During the 99-year affordability period, the non-profit housing provider agrees to work with the City to administer the units in accordance with the City's Affordable Rental Housing Administration Manual.
- b) The non-profit housing provider shall provide and maintain the affordable rental housing units at the rents identified in Part 3 above for the duration of the 99-year Affordability Period. The non-profit housing provider 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. Apply to demolish during the Affordability Period any Affordable Rental Housing Unit without replacement of same, to the satisfaction of the Chief Planner and Executive Director, City Planning;
 - 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 Affordable Rental Units under the Condominium Act or any other form of ownership tenure, such as life lease or co-ownership that provides a right to exclusive possession of an Affordable Rental Housing Unit; and
 - v. Upon the expiration of the Affordability Period, the non-profit housing provider shall continue to provide and maintain the Affordable Rental Housing Units as rental dwelling units, unless and until such time as the non-profit housing provider has applied for and obtained approvals necessary to do otherwise.

6. Tenant Access

- a) The non-profit housing provider 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 Affordable Rental Housing Access System, or, in the event the Centralized Affordable 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.

7. Amenities

- a) The Affordable Housing Rental Units may be delivered in a stand-alone building, with associated amenities and building areas, or in a building with other residential uses, to the satisfaction of the Chief Planner and Executive Director, City Planning and Housing Secretariat.

- b) All Affordable Rental Housing Units will have central air conditioning and ensuite laundry provided with no extra charge.
- c) Residents of the Affordable Rental Housing Units will be provided with access to visitor vehicle and bicycle parking in accordance with the Zoning By-law.
- d) Where affordable rental housing units are provided in the same building as other residential units, the tenants of the affordable rental units shall have access to all indoor and outdoor amenities, services, and common areas accessible to residents in the market units on the same terms and conditions as the residents of the market units, and including the conveyance of easements at nominal cost and of indefinite term to the non-profit housing provider to secure access to and enjoyment of all common areas, utility and mechanical areas, areas required for ingress and egress, vehicle and bicycle parking areas and indoor and outdoor amenity areas as provided for in the Affordable Housing Agreement (including an amending Affordable Housing Agreement), including visitors of same, or an alternative as approved by the Chief Planner and Executive Director, City Planning and Executive Director, Housing Secretariat.

8. Reporting and Monitoring

- a) The non-profit housing provider agrees to submit a memo to the City that includes a table of the Affordable Rental Housing Units at the time of initial occupancy of each Building which designates the Affordable Rental Housing Units by building address and unit number, identifies each unit's bedroom type and floor area, specifies the Initial Rent, and any vehicle parking and/or storage charges, if any, lease start dates, and names and contact information of tenants. The memo shall also include a short description of the leasing approach, including the eligibility criteria for tenants and other screening methods as appropriate, if the City's Centralized Affordable Rental Housing Access System was not used.
- b) The non-profit housing provider agrees to update the table annually to illustrate 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 Executive Director, Housing Secretariat.
- c) At the request of the Chief Planner and Executive Director, City Planning or Executive Director, Housing Secretariat from time to time, the non-profit housing provider agrees to update the table as appropriate and submit it to the Chief Planner and Executive Director, City Planning and Executive Director, Housing Secretariat.