PART ONE - INTRODUCTION

The Tenant Association has consulted with tenants at 100 Wellesley St. East through:

1) Informal conversation with tenants. This allowed us to get a general sense of what tenants thought of the development.

2) A form on our website that allowed tenants to state whether they supported the development, were opposed to it, or were not sure. Tenants could also submit a comment on the development. All data collected by the form are included in Appendix One.

After consulting tenants, we are opposed to the development and do not think it should be allowed. However, we know it will be approved.

There are two major steps in the development:

1) Capreit's submission of a Site Plan (which will take 6 to 9 months for the City to review). This includes an All Resident Survey, and a City-led meeting with affected tenants (i.e. tenants whose units will be reconfigured or demolished).

2) Construction (between October 2021 and March 2023).

Considering the information we have received from Capreit about the steps towards completion of the project (see Appendix Two) we request that certain requirements be placed on Capreit.

Request A - Compensation for tenants

Compensation from Capreit is in order because of negative impacts that will result from the development. The planned amenities/features/upgrades do not compensate tenants for the negatives.

The reasoning for asking for compensation is presented in PART TWO – NEGATIVE IMPACTS OF THE DEVELOPMENT and PART THREE – DO THE PLANNED AMENITIES/FEATURES/UPGRADES COMPENSATE FOR THE NEGATIVE IMPACTS?

Details on the request are in PART FOUR – COMPENSATION REQUEST.

Request B – Prohibit additional commercial parking

The development includes plans to convert underground parking spaces to commercial parking spaces. We request that this be excluded from the development. This is based on security, congestion, and parking management concerns. See PART FIVE – REQUEST TO PROHIBIT ADDITIONAL COMMERCIAL PARKING for details.

Request C – Restrictions on Above Guideline Increases

Although the Settlement Offer notes:

> the costs of improvements to the existing apartment building and associated spaces within and outside the existing apartment building, and improvements for the proposed addition...shall not be passed on to the tenants of the existing apartment building in any form, including by way of an application to the Landlord Tenant Board...for the purpose of obtaining an increase in residential rent above the applicable guideline, in in the form of any additional costs and charges

we ask for additional restrictions on Above Guideline Increase applications by the landlord:

1) We request that Above Guideline Increases be prohibited for tenants in the existing building for capital expenditures relating to the new building.

2) We request that any Above Guideline Increases allowed under Interpretation Guideline 14 be prohibited for tenants in the existing building if they pertain to the new building.

3) If the commercial parking is allowed, we request that Above Guideline Increases for capital expenditures relating to this part of the building be prohibited.

See PART SIX– RESTRICTIONS ON ABOVE GUIDELINE INCREASES for details.

PART TWO – NEGATIVE IMPACTS OF THE DEVELOPMENT

What are the negative impacts of the development on tenants?

Loss of green space and trees

- We have numerous mature trees on the north and east side of the current building. These are highly valued by tenants and will be lost.
- The west side of the building is currently available for exclusive use of the tenants. This will no longer be the case after the development. The green space is used by tenants as a common area to gather and socialize. It is also used for taking out dogs.
- All tenants enjoy the view of the green space, even those who don't spend much time on it. Mature trees and open spaces make it a pleasant sight.

Loss of view

- Units on the north side of the building currently enjoy the view of the green space. This will be lost. The new building will be 11 meters away (measured from the wall of the existing building). As measured from balconies, the new building will be 9.5 meters away. The current view of beautiful green space will be replaced by a glass wall of facing apartment units.

Loss of privacy

- Once the construction is complete, units on the north side will have a building only 11 meters (or 9.5 meters) away. This is a loss of privacy. Tenants will need to keep curtains shut. While on their balconies they will feel a lack of privacy. Nobody rented here in order to live so close to another building and have the feeling of being observed.

Noise

- There will be noise during the construction phase. By its very nature, noise disrupts reasonable enjoyment of a person's home. Some residents work from home and require quiet. Others are students and require a quiet place to do schoolwork. Other residents are retired and spend much time each day at home.

Disruption

- There will be disruption of the normal routines at the building. This will include many things from elevators going on service (as rooftop amenities are remodelled), the closure of amenities while they are remodelled, water shutoffs, stairwell closures, parking garage reconfiguration,

Congestion

- The additional use of the rooftop amenities, the shrinking of green space, extra use of parking garage, are all congestion.

Concern about condition of existing building

- The existing building is poorly maintained, both in the apartments and the amenities. The tenants note that a record of poor repair jobs and a lack of security on the property while at the same time planning a new build concerns them greatly.

Perhaps the planned amenities compensate for the negative impacts. PART THREE addresses that possibility.

PART THREE – DO THE PLANNED AMENITIES/FEATURES/UPGRADES COMPENSATE FOR THE NEGATIVE IMPACTS?

The next two tables present the upgrades/amenities/features to the existing and new building cited by Capreit. Can these be considered as compensation for the negative impacts noted above?

- A review of these amenities and upgrades shows that they fail to make up for the negative impacts. Generally, they are too vaguely stated to be meaningful.
- How could they be accepted as compensatory if they aren't specific?
- Most of the items are not new. They are a reworking of existing parts of the building, and even represent a loss in some cases.
- A review of these tables shows that of 19 proposed upgrades/amenities/features, 5 are duplicate promises. Therefore only 14 item are being put forward by Capreit.
- Information for these tables was presented to tenants in a brochure included in Appendix Two.

Table 1: Amenities/features to new building and site

	Item	Analysis
1	751 m2 of new residential indoor space: a) Party rooms with kitchen b) New and large relocated gym, available for extended hours.	The party room is new. Large is not defined. It is also a relative term. We have no guarantee that the gym will be larger than the current gym or that it will be large enough to accommodate residents from the new building. We have no indication of what the new hours will be. This item is too vague to determine if it is a benefit.
2	1,371 m2 of new outdoor space. a) Courtyard between the existing and new buildings b) Raised garden area (rooftop) c) BBQ area (rooftop) d) Outdoor patio (ground floor and rooftop)	The courtyard is a loss of green space. The outdoor patio on the ground floor will remove existing green space and is just a substitution of one type of amenity for another. The outdoor rooftop patio is not new as we already have this amenity.
3	820 m^2 new outdoor amenity space close to Barbara Hall Park for residents and neighbours.	This is not new. In fact it is a loss of an exclusive amenity we currently have - it will now be shared with the public.
4	Pedestrian connections to Barbara Hall Park.	This is not new. We can already walk to Barbara Hall Park.
5	New trees planted around site.	This is a substitution of mature trees for saplings. It is a downgrade.
6	Landscaped features: (e.g. green space and places to sit) over the parking garage	This is too vague to be accepted as a benefit to the the tenants.
7	New internal garbage room and garbage pick-up area.	This is not new. It is a change to the current garbage bin area.
8	New rental office and parcel storage.	The rental office is not a tenant amenity. The parcel storage service is new. However we have no confidence that it will last long. See discussion below tables.

Table 2: Upgrades to the existing building

	Item	Analysis
1	Party room/kitchen entertainment space.	This is new. See concerns about cancellations in discussion below tables.
2	Improved accessibility for the entire building, including the pool and change-rooms,	This is new, technically speaking. However the Tenant Association has been asking for improved accessibility. This is an item that the TA considers to be long overdue and should not therefore qualify as a new benefit for tenants. We regard it as addressing a deficit. Disappointingly, accessibility to the laundry room (a difficulty for those with mobility issues) is not specifically mentioned. Possible benefits of improvements to the pool area are mitigated by the fact the the pool is too cold for tenants to use. The Tenant Association was informed in a meeting on December 9 2019 that a report from an engineering firm determined that heating the pool to a normal temperature (75F to 78F) will compromise the structure of the building. Thus the pool must be kept at lower (unusable) temperatures. Unless this structural problem is addressed there is no benefit for the tenants.
3	Excess car parking spaces converted into bicycle parking.	This is new. However, to date in discussion with developer/architectural firm, the amount of space reserved for this seems minimal. The current bicycle room is already full and this is already needed.
4	Outdoor garbage removed and relocated inside the new building along with garbage pick-up area.	Analysis: same as above where this was presented as a feature of the new building.
5	Improved outdoor lighting	“Improved” is a subjective term. Improving outdoor lighting is something a landlord should be doing from time to time anyway.
6	Improved circulation of front entrance drop-off area.	We do not believe that even with a physically reconfigured front entrance circulation will improve. See discussion below tables.
7	Improved raised garden area (rooftop)	This is a restatement of item 2 b from Table 1.
8	Improved BBQ area (rooftop)	This is a restatement of item 2 c from Table 1.
9	Improved pavilion (rooftop)	This is a restatement of item 2 b-d from Table 1.
10	Improved outdoor (patio)	This is a restatement of item 2 d from Table 1.
11	Upgrades to the accessibility of the existing gym area, change rooms, and pool (rooftop).	This is a restatement of item 1 in this table.

Concerns about the likelihood of the noted upgrades/amenities/features being realized

We must be concerned that the benefits listed above will either not be realized at all or will be cancelled. This is a reasonable concern given the past performance of Capreit.

- The sauna in the building was closed by Capreit.
- Security hours were cut from 7 days a week to 3 days a week.
- The Tenants Association asked Capreit to put a curb cut at the front door to aid accessibility. This was agreed, but took over 400 days
- Capreit agreed to remove a clothing bin from the property that was not for a CRA registered charity. This was agreed but took over 200 days.
- Capreit agreed in 2018 to paint parking prohibition stripes and install signage at an existing curb cut on the west end of the traffic circle to ensure access to the curb cut for mobility-challenged people. This has not been done despite repeated reminders.
- Window washing was last done in November 2017. In a September 2019 meeting it was promised for later in the fall, but has not happened.
- There are constant problems with people parking in the traffic circle (resulting in congestion for tenants). Despite Capreit's previous promises to be more vigilant about warning and towing cars, tenants are always the ones who alert office staff about problem vehicles. There has been a history of cars parking all day or all weekend in the traffic circle right outside of the management office. This causes congestion and cars often have to wait for it to clear before proceeding through the circle. Given that the new staff office will be located in the new building, with no view of the traffic circle, we reject this as a genuine item of improvement.
- In 2018 the Tenant Association conducted a review of the number of cars in the visitor parking area that were not visitors. We presented the findings to Capreit. Clearly this is an area of the building that Capreit simply did not manage. Over a one-week period, no car had a required visitor permit. Cars that were not genuine visitors of guests were using it. Target Park monthly pass holders were using it as well, despite having other designated spots to park.

PART FOUR – COMPENSATION REQUEST

Given (1) the negative impacts discussed in PART TWO, and (2) the the inability of the upgrades/amenities/features to act as compensation, and (3) Capreit's proven record of failure to live up to promises discussed in PART THREE, we request compensation in the form of a rent reduction.

An additional reason for requesting compensation is that during the construction phase, many of the existing amenities will be closed as they are worked on. This includes the interior parts (the gym), and outdoor parts (the rooftop and the grounds),

The undeniable impact on quality of life and enjoyment of the building will be significantly affected by the development, during the construction phase and afterwards.

No tenant decided to live here in order:

a) to live in a construction site

b) or so their daily routines of simple things like taking the dog out, or socializing outdoors in the good weather would be disrupted

c) or in the hope that the building would be more congested

d) or in the hope that the beautiful trees on the grounds would be destroyed and replaced by saplings

e) or in the hope that a new building would be constructed mere meters from their window and balcony.

f) or in the hope that some of their amenities would be inaccessible while the landlord reconfigured them to present as bargaining chips in the pursuit of a new building and more profits.

Therefore we request that starting at the time of construction, any tenant in the building receive a rent reduction of 15 percent.

We note that the OMB was described in a May 22 2018 Toronto Star article as helping Compten Management and a tenant association reach an agreement that included ***rental discounts*** and moving allowances. The article states:

> *Two years ago, a tenant association, also in the Yonge-Eglinton area, reached an agreement with Compten Management for rental discounts and moving allowances for the construction of new condos, with the help of OMB.*

Source: https://www.thestar.com/news/gta/2018/05/22/toronto-tenants-win-big-compensation-from-developer-of-new-yonge-eglinton-buildings.html

As in the case in the article, we request the help of the LPAT. The full article is in Appendix Three

PART FIVE – REQUEST TO PROHIBIT ADDITIONAL COMMERCIAL PARKING

We request that Capreit not be allowed to implement additional commercial parking. (Note that this is additional commercial parking because Capreit already rents 50 spots to Target Park monthly pass holders, and rents one of three floors in the parking garage to a car dealer.) This presents security concerns to residents. Our building is is already frequently subject to trespassers. Now it will be officially open to the public. This is not what a person should expect for their home.

An additional concern is that those tenants who use parking will encounter problems if additional commercial parking is allowed. It will make getting in and out of the building more difficult, both at the entrance to the garage and where the driveway meets Wellesley St. East. A tenant will find it more difficult to get to work in the morning or to get home at night. One look at the traffic on Wellesley St. East in the morning and the evening would show how this is an ill-advised business that will inconvenience tenants.

PART SIX– RESTRICTIONS ON ABOVE GUIDELINE INCREASES

The settlement offer states that no Above Guideline Increases will be requested as a result of work on the existing building. However these are not the only Above Guideline Increases that tenants should be protected from as a result of the development.

1. We request that tenants in the existing building never be asked to pay for an Above Guideline Increase for capital expenditures on the new building.

   The new building will not be subject to Above Guideline Increases. We request a guarantee that tenants in the existing building never be asked to pay for capital expenditures that are for or relating to capital expenditures on the new building.

2. We request that tenants in the existing building be exempted from Above Guideline Increases as detailed in Interpretation Guideline 14:

   > *Work by a municipality, local board or public utility*
   >
   > *An expenditure that the landlord is required to pay on work undertaken by a municipality, local board or public utility also qualifies as a capital expenditure, other than work undertaken because of the landlord's failure to do it.*
   >
   > *For example, a municipality may upgrade the sewer system and require the landlord to pay for the service improvement by a special levy on the municipal tax bill. The landlord can claim the upgraded sewer system as a capital expenditure. The special levy charged by the municipality will be the costs incurred by the landlord.*
   >
   > *If a landlord is subject to a work order and completes the required work this may qualify as a capital expenditure. The fact that a work order was issued does not remove the work from the definition of a capital expenditure.*
   >
   > *See O.Reg 516/06 s.18(1).*

   Source: http://www.sjto.gov.on.ca/documents/ltb/Interpretation%20Guidelines/14%20-%20Applications%20for%20Rent%20Increases%20above%20the%20Guideline.html

   Our concern here is that if work is ordered that qualifies under Interpretation Guideline 14, but the work is ordered as a result of the new building rather than the existing building, Capreit will apply for an Above Guideline Increase. It would be unfair for tenants in the existing building to have to pay for such an Above Guideline Increase.

3. If additional commercial parking spaces are allowed (as discussed in PART FIVE), we ask that it come with the condition that capital expenditures for the parking garage be permanently exempted from AGI requests from Capreit. Already one-third of the garage is rented to a car dealer for storage, and another 50 spaces are rented to Target Park monthly pass holders. However, despite the fact that the parking garage is essentially a revenue source for Capreit, tenants were asked in a 2016 AGI to pay for $545,482.14 for a capital expenditure to repair the roof of the garage. This occurred despite the fact that over one third of the parking is generating revenue for Capreit.

Appendix One - Comments from Tenants

	Comments from those opposed to the development
1	I don't want the development to take place. My unit is not affected by this directly but I'm still not excited by this. It will be an eye sore, the disruption and construction will be endless! I feel it will greatly affect my reasonable quality of living. I also don't believe my rent won't be increased as a result. As of now, we don't get to use all of the promised amenities that we pay for. That doesn't make me feel optimistic for the accessibility of the planned amenities for this build. Overall I don't feel good or comfortable with this project.
2	My issues are destroying green space, quality of living with construction, decreasing privacy to my unit, and blocking natural light.
3	The current building is in such a poor state. I don't see how adding a new addition is a good idea. They can barely manage their current infrastructure. The Current amenities are not maintained, the pool turns your lips blue it's so cold, they can't afford to have 7 day security even though we have a serious issue with intruders and property damage. The building needs so much attention, the office is understaffed, and it's at a point where, for example, the situation with the pool is a health concern at times. If they cannot afford/maintain their current infrastructure, they should not be allowed to build new infrastructure. I'm begging you not to let this go thru.
4	Construction takes way to long
5	The noise is going to be unbearable. I do not want to deal with construction for the next 2 years. There will be constant traffic of workers and vehicles at all hours. In the summer the workers will be there until dark and back again early morning. The Visitor Parking spots will be limited and will take away from existing tenants. The new building will be attached to the side of the building where my unit is. I work from home a few days a week and this will be a huge inconvenience and will be disrupting for the next few years.
6	This development provides NO benefits to current tenants. We will be met with constant noise and disturbances from the construction, as well as obstructed views for tenants directly across from the new addition. We already suffer from dated units, appliances, and very poor maintenance work in our own units. Why does Capreit use these resources it apparently has to update the currently building, units and amenities, instead of building a new one?
7	Loss of green space, quality of life, view. Congestion of common spaces. Too high in density.
8	Other than those tenants that are being displaced and will have right of first refusal, will existing tenants be able to transfer to one of those new units? Will any of the units be "affordable" housing? Will they be replacing our windows before they put in fancy new windows in the new addition? There are so many issues that need fixing in this existing building, I'd like to see some of those get fixed before they spend the money on a new build. Can the City make them do these repairs before they approve this new build?
9	I never voted to the development of this since the beginning.. There are lots of problems in the existing building that should be dealt with - ... .. eg: First and foremost- SECURITY... repairs... accessibility..
10	This will affect every single tenant in the current building with excessive noise and disruption that is completely unnecessary. This gives the building an opportunity to gouge us with higher rent increases as well. We will be losing a ton of outdoor space and greenery, as well as disrupting the current tenant's view and privacy on the lower floors that will be facing the new addition. We've been ignored multiple times as tenants asking for upgrades we actually need and want - like security and a concierge, so it's incredibly frustrating to see Capreit ignore this and use their money on something else that only has their greedy interests in mind, and not the interest of its tenants.
11	My balcony will blocked by another building . So what's the point of having balcony . So you can talk or see who is you new building neighbours? NO, No No . No thanks

12	The building management and ownership can’t even keep up with the current building. The infrastructure has constant problems/the cost cutting on little things like properly heating the pool, reopening the saunas, or even heating the hallways. The heat is only turned on when a unit is being shown/in the lobby. The only time this building looks clean/things get done is when head office or stakeholders come for an inspection. When a notice for a repair is put in, or a fridge/stove needs replacing, the process can take months. I do not believe this property will be able to handle anymore responsibility as they have proven completely incapable of handling what they already have. Maybe just start with full time security in order to manage the trespassing problems we currently experience, or invest in higher quality contractors that don’t end up doing more damage/doing jobs poorly. The thought of more units strikes me as an absolute joke and I’m certain the vast majority of residents will agree.
13	This is terrible. It will take me out of my current living situation. In the field I am in this is the best housing option for me. Please please try and oppose this!
14	I would like assurances from CapReit for the following: 1/ that we would have security day and night in the old building of 100 wellesley st 2/that we have properly staffed and trained management, a office staff that can manage the building properly. Unlike the staff we have now. There is lack of normal procedure and maintaintence in this building. 3/ new windows in our building, could be done same time as general construction of the new building, and not past on to a agi. 4/ Glass shaded panels to replaced the ugly looking metal balcony panels. 5/Like to see a salt water pool, hot tub unit in new amenties, and be heated to industry standard-not Georgeta sub standards. 6/ A tenant office and meeting room. 7/ A pressure washed underground parking area. To be maintained.

	Comments from those unsure about the development
15	I just want the following things, development or not: 1. Accessible access to the building and office - they need to add accessible buttons for the doors (FOB activated for safety/security) and eliminate the small step to get to the office door from inside. 2. A fence around the property (with gates for residents) to discourage people from using it as a walk through or treating the space out back as a park. There is way too much drug use, screaming, fighting, etc. happening on the property by non-residents. 3. A reasonable temperature for the pool that does not result in a risk of hypothermia. If the development brings these changes, I am for it. If not, then I am opposed to it.
16	Some areas of this building are not accessible to those who are not able bodied. The roof deck, recreation centre, entrance/exit doors, laundry room and such. Would it be an idea that when new entrances and assignments of rooms are modified, added or eliminated that all areas that currently have boundaries be made accessible? It seems like the right time and a great opportunity, and it would enhance CAPREIT's rental pool and image.
17	I would like assurances from CapReit for the following: 1/ that we would have security day and night in the old building of 100 wellesley st 2/that we have properly staffed and trained management, a office staff that can manage the building properly. Unlike the staff we have now. There is lack of normal procedure and maintaintence in this building. 3/ new windows in our building, could be done same time as general construction of the new building, and not past on to a agi. 4/ Glass shaded panels to replaced the ugly looking metal balcony panels. 5/Like to see a salt water pool, hot tub unit in new amenties, and be heated to industry standard-not Georgeta sub standards. 6/ A tenant office and meeting room. 7/ A pressure washed underground parking area. To be maintained.

	Comments from those who support the development
18	I support this if it does what I think it might do eventually, i.e. reduce upward pressure on my rent. But otherwise I think it's ugly.

Appendix Two - Brochure

CAPREIT

RESIDENT UPDATE NOTICE

March 5, 2020

Dear Resident,

We want to take this opportunity to update you on the building project that CAPREIT is proposing at 100 Wellesley Street East. A new 10-storey building (plus 1 storey of rooftop amenities and mechanical penthouse) is proposed to be attached to the existing building and step down to 4 storeys towards Barbara Hall Park. Improvements are also being planned for the existing building as part of this project.

CAPREIT is committed to keeping residents informed and answering questions throughout the process. Through this notice, we want to share with you details about the updated building project proposal, process and timeline, and how to get more information.

With our re-envisioned proposal, the majority of the existing apartment units at 100 Wellesley will remain untouched, with a smaller number of units being affected. A total of 15 units out of the 427 existing units will be affected, whereas previously, there was a total of 26 affected units.

A separate letter is provided with this notice for residents whose units will be affected as a result of the proposal. **If you do not receive a separate letter, then there are no changes to your unit**.

CAPREIT will continue to communicate updates and consult with you throughout the planning process and construction period.

As part of CAPREIT's ongoing interest in providing excellent amenities to its residents, we will be conducting a survey for residents to provide their input on improvements to indoor and outdoor amenities and common areas in late Spring 2020.

If you have any questions, please contact the Management Office in-person or at 416-924-5100.

Sincerely,

Georgeta Morar
Director Operations | CAPREIT

Did you know?

There is a new resident portal. If you have registered your email with the Management Office, you can access it by going to capreit.residentonline.ca.

FREQUENTLY ASKED

HIGHLIGHTS OF DIFFERENCES

ORIGINAL (Jul 2017)	UPDATED (Dec 2019)
PROPOSED GROSS FLOOR AREA (GFA)	
12,087 m²	9,988 m²
ALONG WELLESLEY (SOUTH WING)	
7-10 storeys	removed
ALONG CAWTHRA & JARVIS	
3-10 storeys	4-10 storeys (+1 storey of rooftop amenities & mechanical penthouse)
OUTDOOR AMENITY SPACE For Residents & Neighbours	
None	820 m²
RESIDENTIAL OUTDOOR AMENITY SPACE	
10% of GFA (1,150 m²)	14% of GFA (1,371 m²)
RESIDENTIAL INDOOR AMENITY SPACE	
6% of GFA (759 m²)	8% of GFA (751 m²)

UPDATED PROPOSAL

What is CAPREIT proposing to do at 100 Wellesley Street East?

The proposal is to build a new apartment building at 10 storeys (plus 1 storey of rooftop amenities and mechanical penthouse) stepping down to 4 storeys. The building will be connected to the existing 28-storey apartment building. It will include:

- 128 new rental units (mix of 1, 2, and 3-bedroom units)
- 8% (751 m²) new residential indoor space
- 14% (1,371 m²) new residential outdoor space
- 820 m² of new outdoor amenity space close to Barbara Hall Park for use by residents and neighbours

Why is CAPREIT renovating this property?

CAPREIT is always looking to improve the function and appearance of our buildings across the country through renovations and the development of new units. This has many positive results for our existing residents, including improvements to accessibility and new and updated amenities and common areas. The proposal for 100 Wellesley presents an opportunity for CAPREIT to provide additional units and to make upgrades in the existing building and offer new amenities to our existing residents.

PROCESS & TIMELINE

Where are you in the development planning process?

We applied for a rezoning to permit the proposed building project in July 2017. A settlement of the proposal is going to be presented to the Local Planning Appeal Tribunal (LPAT) on March 16, 2020. Following that, we will submit a Site Plan application.

The Site Plan application will address specific details of the proposal including the building design, landscaping, movement of people and barrier-free design, drainage and stormwater management, parking, loading layout, and vehicle access and movement.

What is the next step?

Following the one-day LPAT settlement hearing on March 16, 2020, CAPREIT will submit a Site Plan application, which could take between 9 to 12 months to go through the City's review process.

When will construction begin and end?

After CAPREIT receives all the necessary approvals, we anticipate that we can begin construction between October and December of 2021 and complete construction between January and March of 2023.

QUESTIONS

JUNE 8, 2017
CAPREIT's Resident Notice to Affected Residents

WEEK OF JUNE 12, 2017
CAPREIT's 1-on-1 Meetings with Affected Residents

JUNE 13, 2017
CAPREIT's All Resident Notice

JUNE 19, 2017
CAPREIT's All Resident Open House #1

JULY 14, 2017
CAPREIT's Original Proposal Submission

JUNE 25, 2018
City's Recommendations to Community Council

DECEMBER 16, 2019
CAPREIT's All Resident Open House #2

ONGOING
All & Affected Resident Update Notices
→ WE ARE HERE!

MARCH 16, 2020
One-day Local Planning Appeal Tribunal (LPAT) Settlement Hearing

UPCOMING
All Resident Survey | City-led Meeting with Affected Tenants

UPCOMING
Site Plan Submission

RESIDENT EXPERIENCE

What does the new building mean for existing residents?

With the introduction of the new building, there will be improvements made to the indoor and outdoor amenities that are available at 100 Wellesley. The new building does not require changes to most of the units in the existing building. **The residents of units in the existing building that will be affected have been and/or are being contacted on an individual basis.**

What kind of amenities will be available to existing residents as a result of the new building?

There are a lot of new amenities and features as well as upgrades that will greatly improve the experience of the existing residents at 100 Wellesley Street East. You will have access to all the new amenities in this new building. We will consult with existing residents on how to best use some of the space. **The cost of new amenities/features and upgrades will not be passed onto existing residents.**

Amenities/features in the new building and site

- 751 m² of new residential indoor space
  - Party rooms with kitchens
  - New and large relocated gym, available for extended hours
- 1,371 m² of new outdoor space
  - Courtyard between the existing and new buildings
  - Raised garden area (rooftop)
  - BBQ area (rooftop)
  - Outdoor patio (ground floor and rooftop)
- 820 m² new outdoor amenity space close to Barbara Hall Park for residents and neighours
- Pedestrian connections to Barbara Hall Park
- New trees planted around the site
- Landscaped features (e.g. green space and places to sit) over the parking garage entrance
- New internal garbage room and garbage pick-up area
- New rental office and parcel storage

Upgrades to the existing building

- Party room/kitchen entertainment space
- Improved accessibility for the entire building, including the pool and change-rooms
- Excess car parking spaces converted into bicycle parking

FAQs cont.

- Outdoor garbage removed and relocated inside the new building along with garbage pick-up area
- Improved outdoor lighting
- Improved circulation of front entrance drop-off area
- Improved raised garden area (rooftop)
- Improved BBQ area (rooftop)
- Improved pavilion (rooftop)
- Improved outdoor patio (rooftop)
- Upgrades to accessibility of the existing gym area, change rooms, and pool (rooftop)

Will I still have parking during or after the construction?

Existing residents' current parking will not be affected by construction of the new building.

I don't like my current unit. If others are being relocated, can I request to be moved as well?

If your suite is not affected (i.e. not being demolished or renovated), you must follow the regular procedure to change units. You can contact the Management Office to inquire about this process.

Will existing residents be offered the opportunity to rent units in the new building when they are complete?

We anticipate that all existing residents who are interested in units in the new building will be able to apply to have their lease transferred, subject to new rent. All transfer applications will be evaluated on a first-come, first-serve basis.

Will I have to move from my apartment as a result of the new building?

If your suite is not affected (i.e. not being demolished or renovated), you do not have to move. If your unit is affected, you would have received a separate letter with this notice.

The answers above are based on the information available to CAPREIT at this time.

We will continue to keep you informed throughout the process.

RENT/LEASE

Is my current rent going to increase because of the new building?

No. Your current rent will not increase as a result of the building project. Increases permitted through the *Residential Tenancies Act* will still apply.

Will anything change in my lease agreement?

The new building will not give rise to any changes to any lease agreements.

MAINTENANCE

Will maintenance requests and repairs be addressed over the coming years despite the new building?

We will continue to maintain all the apartment units and the building despite the proposed development. Please submit your maintenance requests online through the new resident portal at capreit.residentonline.ca.

COMMENTS & QUESTIONS

Who can I talk to if I have any questions or comments?

We will continue to communicate with you throughout the planning process and until the new building is constructed. You can always contact CAPREIT staff members at the 100 Wellesley Management Office or call us at 416-924-5100 with your inquiries.

ABOUT THE NEW PORTAL

capreit.residentonline.ca

- Receive important building announcements
- Submit and track your maintenance requests
- Book amenities (e.g. elevators)

Make sure to register first!

Appendix 3 - Toronto Star Article

Toronto tenants win big compensation from developer of new Yonge-Eglinton buildings
By Gilbert Ngabo StarMetro Toronto
Tues., May 22, 2018

Unlike many tenants in Toronto, Jim McCarthy isn't mad about yet another tall tower that's popping up in his backyard.

He has lived in an apartment at 45 Dunfield Ave. for nearly 20 years, and when Shiplake Properties Ltd. came up with a proposal two years ago for two new purpose-built rental towers in the area, he and other tenants figured they had to fight back.

"The height of the buildings, the fact that they were going to be in our backyard, essentially taking away our visitors parking and our pool, and they weren't offering any compensation whatsoever, we didn't think that was fair," McCarthy said.

The proposal, known as the Lillian Park Development Plan, sought to add two apartment buildings in the Yonge and Eglinton neighbourhood. With 26 and 24 storeys each, the apartments would have a total of 519 rental units. Construction is already underway and expected to finish by summer 2019.

McCarthy and other tenants at 45 Dunfield — one of the existing rental buildings in the area also owned by Shiplake — came together through their association to challenge the proposal and demand a compensation package. The tenants threatened to take the issue up to the Ontario Municipal Board or the Landlord and Tenant Board.

By April last year, the tenants and the developer had agreed on a compensation package totalling nearly $1 million, through a new process housing advocates believe could serve as a blueprint on how tenants deal with landlords in the future.

According to the agreement, each existing tenant (there are a total of 575 units at the building) received $200 upfront to put toward the purchase of an air conditioner or something else. Shiplake also agreed to a total of $200,000 to be carved off future rent for tenants in the units closest to the construction site.

In addition, tenants who were regular users of the swimming pool got a monthly rent rebate of about $20 or a pass to a community centre, until the new pool is built.

Perhaps more importantly, a 2.6 per cent above guideline rent increase that Shiplake had previously sought to apply after some renovation work will be suspended for at least 16 months starting from the time construction began.

The city also negotiated a daycare centre to be constructed at one of the buildings in the area, and existing tenants have the option to demand relocation to a similar size unit away from the construction. In an attempt to mitigate noise, the hours of construction are restricted from 7 a.m. to 5 p.m. Monday through Friday, with no weekend work.

McCarthy said there was a feeling among some tenants that they could have gotten more out of the negotiations if they held on a little longer, but the compensation package they got is a sign of what tenants are capable of achieving.

"I think it's important that people understand what their rights are. They don't just have to accept these different proposals that landlords are inflicting on them," he said.

Shiplake management did not respond to requests for comment by publishing deadline.

Two recent rent strikes in Toronto's Parkdale neighbourhood brought some success to tenants opposing landlords' attempts to raise rent above the set provincial guidelines.

But cases of negotiations between renters and building owners are still rare. Two years ago, a tenant association, also in the Yonge-Eglinton area, reached an agreement with Compten Management for rental discounts and moving allowances for the construction of new condos, with the help of OMB.

Wendy Lum, an organizer with the Federation of Metro Tenants' Association who assisted McCarthy and others in this case, said tenants don't have to feel powerless whenever they see a sign on their lawns about a rezoning application.

They can attend community consultations, attend city planning meetings and voice their opinions, she said.

"The unfortunate thing with tenants is, they're literally being bulldozed and becoming overwhelmed," she said, adding she hopes more tenant groups across the city will follow suit and realize they can have a say in what happens in their neighbourhoods.

"These tenants have sent a strong message. Tenants everywhere deserve more consideration as these are their homes and it is not just about profits, but about people too."

thestar.com/news/gta/2018/05/22/toronto-tenants-win-big-compensation-from-developer-of-new-yonge-eglinton-buildings.html