

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**CITY OF TORONTO and WILLIAM JOHNSTON,
CHIEF BUILDING OFFICIAL for CITY OF TORONTO**

Applicants

- and -

TORONTO COMMUNITY HOUSING CORPORATION

Respondent

**RESPONDING RECORD OF THE RESPONDENT,
TORONTO COMMUNITY HOUSING CORPORATION**

June 30, 2022

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I N D E X

TAB	DOCUMENT	PAGE NOS.
1	Affidavit of Richard Grotzsch affirmed June 30, 2022	1
A	City of Toronto's Social Housing Waiting List Report for Q1, 2022	21
B	Jessica Ferrato's Dispatch Call report dated May 27, 2022	24
C	Special Constable Sandhu's Incident Report	26
D	Email to TCHC staff re emergency response dated May 27, 2022	30
E	Email chain between Mr. Slater and Toronto Building dated May 27, 2022	32
F	TCHC Written Statement to Tenants "Swansea News – Update on Incident" dated May 27, 2022	34
G	TCHC Written Notice to Tenants dated May 31, 2022	36
H	Updates Posted on Swansea Mews website on June 6 and 13, 2022	37

TAB	DOCUMENT	PAGE NOS.
I	Peralto's Field Review Report dated May 28, 2022	44
J	Kraincanic's Report dated June 1, 2022	47
K	Peralto's Report dated June 14, 2022	48
L	TCHC email to the CBO dated June 18, 2022	56
M	Swansea Mews Relocation Agreement	69

Court File No.

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AFFIDAVIT OF RICHARD GROTSCH

I, **RICHARD GROTSCH**, of Georgian Township, in the Province of Ontario, **MAKE**

OATH AND SAY:

1. I am Senior Director, Business Operations, for the Respondent, Toronto Community Housing Corporation (“**TCHC**”). I am also the Incident Commander for the Swansea Mews incident as described further in this affidavit. As such, I have knowledge of the matters to which I depose. Where my knowledge is based on information from another source, I have stated the source of that information.

Toronto Community Housing Corporation

2. TCHC is an Ontario corporation, incorporated in 2000 under the *Business Corporations Act*, RSO 1990, c B16, and is a Local Housing Corporation as defined by the *Housing Services Act, 2011*, SO 2011, c 6 Sch 1 (the “**HSA**”). TCHC is owned by the City of Toronto which is its sole shareholder.

3. TCHC is a residential landlord in the City of Toronto. While TCHC provides some rental accommodation at regular market rates without any subsidy, the majority of TCHC's residential units are occupied by tenants with low and moderate incomes whose rents are subsidized according to their income. Tenants' rent-geared-to-income ("**RGI**") rents are determined in accordance with the rules in the *HSA*. The RGI scheme is administered by the City of Toronto as service manager as defined in the *HSA*.

4. There are over 79,000 households on the waiting list for social housing in the City of Toronto. Families are often forced to wait many years before they are able to obtain a home with TCHC because of the limited number of available units. The City of Toronto's Social Housing Waiting List Report for Q1, 2022 is attached as **Exhibit A** to this affidavit.

5. TCHC is primarily funded by the City of Toronto, but, also receives some provincial and federal funding. As part of its budgeting process for 2022, TCHC allocated approximately \$350 million dollars for capital repairs.

The Swansea Mews Complex

6. TCHC owns and operates the residential complex at 21 Windermere Avenue known as Swansea Mews. The Swansea Mews complex consists of nine stacked townhouse blocks comprising 154 total units with approximately 115 tenanted units and 419 total tenants as of May 27, 2022. TCHC's business records show that construction at the Swansea Mews complex was completed in 1973 and the buildings were tenanted in 1974.

7. In 2015, due to ongoing capital repair issues at the complex, TCHC identified Swansea Mews for refurbishment as part of its ReSet capital repair program. This program combined physical refurbishment of TCHC buildings with expanded community services to address tenant needs.

8. TCHC completed considerable project planning and design work for Swansea Mews before the ReSet program was paused in 2016 due to lack of funding.

9. I am advised by Allen Murray, Vice President of Facilities Management for TCHC, that despite the ReSet program being paused, between 2017 and 2021, TCHC invested \$5 million in capital repairs in Swansea including renovations to interior common areas, the underground parking garage and playground.

10. I am advised by Mr. Murray that TCHC continued to do planning and investigation work to prepare for the Swansea refurbishment. These investigations revealed that the refurbishment project would need to be broader in scale than was initially thought in 2015. Construction was to begin in 2023 on a staged refurbishment of Swansea Mews funded by the Toronto Community Housing Building Capital Renewal Program costing approximately \$30-40 million and taking approximately 4-5 years.

Ceiling Panel Collapse Incident

11. Early in the morning on May 27, 2022, a ceiling panel in a unit at the Swansea Mews complex fell and injured a tenant (the “**Incident**”).

12. The tenant was transported to hospital by ambulance where she was treated for her injuries.

TCHC’s Emergency Response to the Incident

13. I am advised by TCHC Community Safety Unit dispatcher, Jessica Ferrato, that TCHC was advised of the Incident at 12:52 a.m. on May 27, 2022 by Toronto Fire Services (“**TFS**”). A copy of Ms. Ferrato’s report of the dispatch call is attached as **Exhibit B** to this affidavit.

14. I am advised by TCHC Special Constable, Partap Sandhu, that he attended the complex at approximately 1:05 a.m. the morning of May 27, 2022 after being dispatched in response to the Incident. While on site, Special Constable Sandhu observed emergency responders tending to the

injured tenant. They advised him that she had suffered serious injuries and would be transported to hospital for treatment. TFS further advised that the room where the Incident had occurred was unsafe and a Toronto Building inspector would attend to inspect the unit. Special Constable Sandhu advised his superiors of the Incident and locked the unit where the Incident occurred. Special Constable Sandhu's report from the Incident is attached as **Exhibit C** to this affidavit.

15. At 1:59 a.m. on May 27, 2022, an email was sent to a group of staff members responsible for responding to emergency incidents at TCHC, including me. The purpose of this email is to alert all relevant staff members of the need to respond to the emergency at the earliest opportunity. A copy of this email is attached as **Exhibit D** to this affidavit.

16. I am advised by Noah Slater, former Senior Director, Capital Planning, Design and Engagement at TCHC, that the same day as the Incident, he corresponded by phone and email with Toronto Building about the Incident. Mr. Slater advised Toronto Building that shoring was being erected in the unit where the Incident occurred and that staff were already working with tenants to relocate them. A copy of an email chain between Mr. Slater and Toronto Building dated May 27, 2022 is attached as **Exhibit E** to this affidavit.

17. The same day, Toronto Building issued an Order to Remedy Unsafe Building. That order is attached as **Exhibit B** to the affidavit of William Johnston contained in the applicants' Application Record (the "**Johnson Affidavit**")

18. Between May 27 and May 30, 2022, TCHC dedicated a group of approximately 10 operational and management staff to Swansea Mews to continue to provide tenant support and begin to encourage tenants to move from Swansea Mews.

19. On May 30, 2022, in response to the findings of engineers retained by TCHC that similar faulty panels existed in other units in Swansea Mews (explained further below), TCHC designated

a level 3 emergency and activated its Emergency Response Plan (“**ERP**”) in response to the Incident.

20. The ERP sets out TCHC’s practices when an incident occurs that impacts the safety and security of tenants. Activating the ERP formalized TCHC’s response to the Incident by designating it as an official emergency within the meaning of the plan and accordingly, ensuring organizational resources were redirected to address the dangerous situation at Swansea Mews.

21. As part of the ERP, TCHC established an Emergency Operations Centre (“**EOC**”) and an operational working group for the Incident. The EOC’s focus is oversight and direction of TCHC’s emergency response and the operational working group’s focus is operational work to support tenants through the Incident. TCHC also designated several project working groups to address different specific areas of its emergency response such as tenant relocation.

22. On June 1, 2022, after the report from its engineers that advised Swansea Mews was not safe for occupancy, TCHC requested the assistance of the City’s Office of Emergency Management (the “**OEM**”).

23. TCHC requested the OEM assist with access to temporary accommodations and any other operational support it was able to provide. The OEM has provided assistance to TCHC with structuring its emergency operations, resource planning, development of tracking tools and stakeholder engagement.

Emergency Tenant Relocation

24. Recognizing the potential safety risks to other tenants caused by the Incident, TCHC immediately began efforts to temporarily relocate tenants on the same day as the Incident.

25. The same morning as the Incident, TCHC dispatched a group of approximately 12 operational staff including the General Manager and Manager of Tenancy Management for TCHC's West Region, which includes Swansea Mews, to support tenants at the complex.

26. The same day as the Incident, TCHC advised tenants living in the townhouse block where the Incident occurred that they could move into hotel rooms booked by TCHC immediately. By the end of the day, eight out of 11 households chose to move while three stayed behind. All other tenants at Swansea Mews were advised that day that they could also move to temporary accommodations provided by TCHC if they chose.

27. On May 30, 2022, after receiving an initial report from its engineers that the type of faulty panel that led to the Incident had been found in units throughout the complex and that the defect could not be identified by visual inspection, TCHC made the decision that all tenants at Swansea Mews must be temporarily relocated from the complex until TCHC could ensure it was safe for occupancy.

28. TCHC immediately began securing further temporary accommodations for tenants so that they could vacate the complex.

29. On an ongoing basis starting May 27, 2022, TCHC secured multiple hotel rooms for the remaining tenants and began working with Shelter Support and Housing Administration and the Housing Secretariat divisions at the City to identify any temporary housing resources they could provide.

30. TCHC also entered into the following agreements for temporary accommodations:

- a. 70 rooms at Humber College South beginning June 2 and terminating on June 27, 2022;

- b. 50 rooms at Toronto Metropolitan University beginning terminating on July 15, 2022;
 - c. 31 pet-friendly rooms at Holiday Inn Toronto Airport East beginning June 19 and terminating on August 14, 2022;
 - d. 10 rooms at Centennial Place Residence beginning June 16 and terminating August 14, 2022; and
 - e. 157 rooms at York University beginning June 20 and terminating July 15, 2022.
31. Tenants outside of the townhouse block where the Incident occurred began moving into these temporary accommodations on June 2, 2022, and continue to do so as soon as they agree to leave their units at Swansea Mews. At all times, TCHC has had more available space in temporary accommodations than the demand for those accommodations from tenants.

TCHC's Engagement with Tenants

32. Since the Incident, TCHC has consistently communicated to tenants the need for them to temporarily vacate the Swansea complex and move into the accommodations provided by TCHC. TCHC has emphatically stressed the danger of the situation should they remain in their units and worked extensively with tenants to seek their input and remove any barriers they may have to relocating.
33. On the same day as the Incident, TCHC deployed approximately 12 staff to Swansea Mews to engage with tenants. Staff have remained in the community, 12 hours per day, seven days per week since that date to share information with tenants, answer their questions and continue to encourage tenants to vacate their units due to the imminent safety issues.

34. At 3:45 p.m. on May 27, 2022, TCHC distributed a written statement to tenants advising them of the Incident and that TCHC would be carrying out investigations to determine the cause and extent of the issue. A copy of this statement is attached as **Exhibit F** to this affidavit.

35. On May 31, 2022, TCHC carried out a door knock campaign through the entire Swansea Mews community to advise tenants of the dangerous conditions in the complex and the need to temporarily relocate. TCHC also provided tenants a written notice to that effect which is attached as **Exhibit G** to this affidavit.

36. I am advised by Ada Wong, Senior Director, Digital Content and Brand Strategy, that on June 2, 2022, TCHC created a dedicated email address and telephone number for Swansea Mews tenants to use in case of any questions or concerns regarding the Incident. On June 6, 2022, TCHC created a webpage that compiled all important information for Swansea Mews tenants in one location.

37. TCHC provided further updates to Swansea Mews tenants by hand-delivered letter and by posting on the Swansea Mews website on June 6 and 13, 2022. Copies of these updates are attached as **Exhibit H** to this affidavit.

38. TCHC held two town hall meetings with Swansea Mews tenants on June 7 and 14, 2022. At these meetings, TCHC shared updates about the information learned through testing in the units and its plans to relocate tenants both temporarily and permanently. These town halls also included a question and answer component during which tenants could ask questions.

39. TCHC held a joint meeting with the CBO on June 23, 2022 at the Swansea Mews complex. After a presentation by the CBO on the Emergency Order and its plans to bring this application, TCHC set up information booths on different topics such as temporary and permanent relocation,

the safety issues at the complex and the CBO's order that tenants could visit to speak with staff and ask questions.

40. TCHC has provided the following financial assistance to tenants:
- a. Forgiven rent payments for June and July, 2022;
 - b. \$50 for food per household member per day;
 - c. \$50 for the first person and \$25 for all additional people in a household for groceries per week;
 - d. Two taxi chits per person per day;
 - e. A meal plan through the cafeteria at Humber College;
 - f. The services of a moving company and moving supplies to pack and move their belongings from their unit at Swansea Mews to their permanent relocation unit;
 - g. A one-time payment of \$2000 to tenants who have accepted a permanent relocation unit but are unable to move their belongings into it by the time they move into the unit; and
 - h. Transport to and from temporary accommodations back to Swansea for school children so they could be picked up and dropped off by their school buses.

41. Finally, TCHC has been working with tenant advocacy groups, including Parkdale Community Legal Services, in an attempt to share information with tenants and learn about their concerns around the Incident and TCHC's response.

Investigation of Building Defects

42. Immediately following the Incident, on May 27, 2022, TCHC retained WSP, an engineering firm, and CS&P Architects to investigate the cause of the ceiling collapse. WSP and

CS&P were previously engaged by TCHC and have been working on the refurbishment plan for Swansea Mews and accordingly have extensive knowledge of the complex.

43. Representatives from WSP and CS&P visited the unit where the Incident occurred on May 27, 2022 to conduct a visual inspection.

44. Representatives of WSP and CS&P Architects attended Swansea Mews on May 28, 2022 to conduct destructive testing in two units at Swansea Mews: the unit where the Incident occurred and another unit in the same townhouse block.

45. The reports of Victor Peralto, architect at CS&P, and Branko Kraincanic, engineer at WSP, advise that this testing revealed that the ceiling panels adjacent to the failed panel in the unit where the Incident occurred both showed the same defect as the failed panel. Destructive testing caused the adjacent ceiling panels to fail in the same manner as the ceiling panel that failed in the Incident and with very little manipulation. The ceiling panels in the other unit that was tested did not fail with destructive testing. A copy of the Field Review Report of Mr. Peralto dated May 28, 2022 is attached as **Exhibit I** to this affidavit. A copy of the report of Mr. Kraincanic of WSP dated May 30, 2022 is attached as **Exhibit C** to the Johnson Affidavit.

46. Mr. Kraincanic further found there were no visible signs of failure in the intact ceiling panels in either of the two units in which destructive testing was carried out or in four others that were examined. However, this did not provide any guarantee the panels did not have the defect.

47. Mr. Kraincanic further advised that because of the inconsistent nature of the ceiling panel construction throughout the units subject to testing, and because visual examinations do not reveal the defect, it was impossible to say with any certainty how many units in Swansea Mews were affected. Accordingly, he recommended that the ceilings in all units must be shored immediately

in order to guarantee occupant safety. He also recommended that the ceilings in all units be tested for the defect using either scanning or destructive testing.

48. On May 30, 2022, WSP and CS&P embarked on two types of testing across the entire Swansea Mews complex, electromagnetic scanning and destructive testing in vacant units.

49. Mr. Kraincanic's June 1 report advises that on May 31, 2022, he inspected the shoring installed in the unit where the Incident occurred and another unit in the same townhouse block. He found the shoring was sufficient to prevent separation of concrete ceilings. A copy of Mr. Kraincanic's June 1, 2022 report is attached as **Exhibit J** to this affidavit.

50. On May 30, June 8 and June 10, 2022, RJC Engineers, an engineering firm TCHC retained to provide a second opinion on the nature of the defect in the ceiling panels attended Swansea Mews to investigate. The June 12, 2022 report of James Cooper, engineer from RJC, advises that he came to the same conclusion as WSP and CS&P that there was no way of knowing how widespread the issue was and there was the possibility of ceiling failure at any time. Mr. Cooper concluded that the building was not safe for occupancy and recommended that occupants vacate immediately. A copy of a report dated June 12, 2022 by Mr. Cooper is attached as **Exhibit G** to the Johnston Affidavit.

51. Throughout this time, WSP and CS&P continued their investigations via electromagnetic and destructive testing.

52. The reports of Mr. Kraincanic and Mr. Peralto, dated June 12 and June 10, 2022, respectively, advise that as testing proceeded, more defective ceiling panels were discovered throughout different townhouse blocks at Swansea Mews. The investigations discovered that construction techniques were inconsistent between units and panels and the defects were not apparent on visual inspection or discoverable by electromagnetic testing alone. Accordingly, it

was impossible to determine, without destructive testing on each panel in each unit, which units were safe to occupy. WSP concluded on this basis that the entire complex was unsafe and uninhabitable. A copy of Mr. Kraincanic's report dated June 12, 2022 is attached as **Exhibit F** to the Johnston Affidavit. A copy of a Mr. Peralto's report dated June 10, 2022 is attached as **Exhibit D** to the Johnston Affidavit.

53. The reports of Mr. Kraincanic and Mr. Peralto, dated June 16 and June 14, 2022, respectively advise that the engineering and architect teams continued their investigations in further units. These investigations revealed further defective panels randomly interspersed throughout Swansea Mews and supported their earlier findings that the complex was unsafe and uninhabitable. A copy of Mr. Kraincanic's report dated June 16, 2022 is attached as **Exhibit L** to the Johnston Affidavit. A copy of Mr. Peralto's report dated June 14, 2022 is attached as **Exhibit K** to this affidavit.

54. TCHC engaged a further architecture firm, Precast Design Solutions Inc. ("**PDI**"), through CS&P Architects, with expertise in pre-cast structures including the pre-fabricated concrete panels at Swansea Mews. The report of Jovo Mitrovic of PDI, dated June 18, 2022 advises that their findings confirmed some of those described previously: certain of the ceiling panels were constructed in a manner that could lead to spontaneous failure and the placement of the defective panels was random in nature. A copy of the report of Jovo Mitrovic of PDI dated June 18, 2022 is attached as **Exhibit O** to the Johnston Affidavit.

55. The report of Mr. Kraincanic dated June 18, 2022 advises that in order for the team to safely investigate the units, they put into place temporary shoring. The process of shoring a unit takes 3-4 days as it also involves the necessity for asbestos abatement. The unit must be vacant during the shoring process. It is the opinion of Mr. Kraincanic that tenants should not live in their

units with temporary shoring in place. Mr. Kraincanic's June 18, 2022 report explaining this rationale is attached as **Exhibit N** to the Johnston Affidavit.

The CBO's Orders

56. TCHC remained in contact with Toronto Building throughout the time its engineering and architecture firms were investigating at Swansea Mews.

57. On June 12, 2022, TCHC contacted Toronto Building to advise it of the determination of the engineers and architects retained by TCHC that the Swansea Mews complex was unsafe and not fit for habitation.

58. On June 12, 2022, the CBO issued an Order to Remedy Unsafe Condition (Order No. 22 160823 00 VI) (the "**Order**") pursuant to section 15.9 of the *Building Code Act* (the "**BCA**") and an Emergency Order (Order No. 22 160825 00 VI) (the "**Emergency Order**") pursuant to section 15.10 of the *BCA* (collectively the "**Orders**"). The Orders required TCHC to vacate all occupants from Swansea Mews and repair the unsafe conditions at the complex. Copies of the Orders are attached as **Exhibit H** and **Exhibit A** to the Johnston Affidavit.

59. On June 13, 2022, TCHC staff distributed copies of the Orders to all tenants at Swansea Mews. TCHC staff continued to engage with tenants to provide them the necessary information and supports to relocate to the temporary accommodations it had secured as detailed above. TCHC also continued to work with its engineers and architects on further testing and developing a remediation plan for the Complex.

60. On June 16, 2022, the CBO wrote to TCHC to express its concern that tenants remained at Swansea Mews despite the Orders. The CBO asked TCHC for information about how many units remained occupied, what steps had been taken to ensure their safety and would be taken to ensure that the remaining units were vacated. The CBO also requested that TCHC provide an engineer's

report outlining the repair methodology for the complex along with timelines by June 17, 2022. A copy of the CBO's June 16, 2022 letter is attached as **Exhibit J** to the Johnston Affidavit.

61. TCHC responded to the CBO by letter on June 17, 2022. TCHC shared the CBO's concerns that units at Swansea were still occupied and explained its extensive efforts to relocate tenants. TCHC explained the legal limitations on its ability to force tenants to leave the complex, namely that it could only do so by an eviction at the Landlord and Tenant Board which is a process that takes at minimum 120 days. TCHC further explained that despite its best efforts to find suitable accommodations for displaced tenants and to communicate its relocation plans to tenants, many did not like the options for temporary accommodation and did not trust that TCHC would return them to the complex once repairs were completed. TCHC shared the information requested by the CBO and attached a copy of Mr. Krankainic's letter dated June 16, 2022. A copy of TCHC's letter is attached as **Exhibit K** to the Johnston Affidavit.

62. The CBO responded by email later in the evening on June 17. The CBO advised that TCHC had not met the requirement in the Orders to provide an engineer's report with a repair methodology. The CBO advised TCHC to provide the report by 5 p.m. on June 18, 2022.

63. At 4:56 p.m. on June 18, 2022, TCHC responded to the CBO by email attaching, amongst other things, Mr. Mitrovich's report dated June 18, 2022. TCHC also advised that it would continue to shore the building to improve safety for any occupants. A copy of TCHC's email is attached as **Exhibit L** to this affidavit.

64. On June 27, 2022, the City and CBO issued this application.

Permanent Relocation of Tenants

65. As TCHC became aware of the extent of the safety issues at Swansea Mews, it determined that tenants would need to be relocated to other TCHC units while the repairs at the complex were

completed. Accordingly, TCHC activated its relocation team to plan a long-term relocation for the entire complex. TCHC has carried out the Swansea Mews relocation process as quickly and with as much consideration to providing supports that will encourage tenants to move as possible.

66. I am advised by Kelly Skeith, Chief Development Officer for TCHC, that a relocation is a process TCHC undertakes when it is either refurbishing or redeveloping a TCHC residential complex. When TCHC carries out extensive renovations or a redevelopment, it requires tenants to vacate their units while the work is completed. They then return to their former unit, in the case of a renovation, or to a new unit in the same community, in the case of a redevelopment.

67. I am advised by Ms. Skeith that while the renovations or redevelopment are completed, tenants are given the option to move to a relocation unit at a different TCHC building or complex.

68. I am advised by Ms. Skeith that tenants are usually given the option to move to a relocation unit only if they are not in rent arrears and have no current legal action against them by TCHC, however, all tenants at Swansea Mews are eligible to move to a relocation unit regardless of any tenancy issues.

69. I am advised by Ms. Skeith that as a part of the relocation process, including the one currently occurring at Swansea Mews:

- a. Tenants sign a relocation agreement that guarantees them the right to return to the community they are leaving on the terms set out in the agreement and outlines the moving supports being provided;
- b. Tenants sign an agreement to terminate their tenancy in the unit in the community they are vacating;
- c. Tenants sign a residential lease for the relocation unit they are moving to;

- d. TCHC provides tenants moving supports including moving supplies, the services of a moving company and paying for mail forwarding, moving insurance and utility connection and disconnection charges.

70. A copy of the Swansea Mews Relocation Agreement is attached as **Exhibit M** to this agreement.

71. I am advised by Ms. Skeith that on June 10, 2022 she had an initial phone meeting with Sanja Arpadzic, Manager Operational Initiatives, Relocation, about relocating Swansea Mews tenants. On this date, Ms. Arpadzic began compiling tenant names as a first step in the relocation process. Ms. Arpadzic also began categorizing vacant TCHC units in TCHC's internal system as available only for Swansea Mews relocation thereby giving Swansea Mews tenants priority access to units.

72. On June 14, 2022, TCHC communicated to tenants at its tenant town hall that due to the unsafe condition of the complex, all Swansea Mews tenants would be relocated while TCHC completed the work needed to comply with the Orders.

73. On June 15, 2022, TCHC held the first meeting in its relocation process which is a randomized draw to determine the order in which tenants will select relocation units.

74. I am advised by Ms. Skeith that on June 16, 2022, the first group of approximately 40 tenants to be relocated – those living at Humber College for which temporary accommodation would end on June 27, 2022 and those that could not live in temporary accommodations due to an identified ground under the Ontario *Human Rights Code* – were provided with the list of units from which they could select a relocation unit. Tenants submitted their unit choices on June 20 and were matched to units by TCHC staff the same day. Unit viewings occurred on June 21 and 22 and tenants signed leases on June 23 and 24.

75. I am advised by Ms. Skeith that on June 23, 2022, TCHC began the offer and matching process for relocation units for remaining Swansea Mews tenants. This process is ongoing as of the date of this affidavit.

76. I am advised by Ms. Skeith that the Swansea Mews relocation process has proceeded in significantly less time than a typical relocation project. The process from the first notification to tenants of a relocation to matching tenants to units and signing leases takes approximately six months in the ordinary course.

Current Circumstances at Swansea Mews

77. As of 5 p.m. on June 28, 2022, there are 25 households representing approximately 115 tenants still living at Swansea Mews. TCHC has successfully evacuated approximately 300 tenants to temporary and permanent accommodations since May 27, 2022.

78. I am advised by David Quigley, Staff Sergeant and Manager of Community Programs, CSU, at TCHC that many of the remaining tenants have advised TCHC verbally that they do not intend on leaving their units under any circumstances.

79. TCHC remains in a level 3 emergency until such time as the situation at Swansea Mews no longer presents a danger to tenants and the response to the Incident can be managed with the resources available to staff in the ordinary course.

Further Response Once Tenants Vacate Swansea Mews

80. Once all tenants have vacated at Swansea Mews, the units that have not been shored to date will be shored so that the immediate safety risk of entering the units is ended. Once this is complete, TCHCs engineers and architects will continue their investigations into the cause and extent of the unsafe conditions and develop a plan to complete the remedial work required by the Orders and return tenants to the Swansea Mews community as soon as is safely possible.

81. As explained in above, it is the opinion of TCHC’s engineers and architects that it is not safe for tenants to reside at Swansea Mews with shoring in place and accordingly TCHC must complete repairs to the complex before tenants can return.

82. As further explained above, while tenants are required to terminate their tenancies at Swansea Mews as part of the relocation process, all tenants will be guaranteed the right to return to Swansea Mews once it is safe to live in the community again.

Summary of TCHC’s Actions since the Incident

83. Below is a chart setting out the major events in TCHC’s response to the Incident.

Date	Event
May 27	The Incident occurs sometime before 12:52 a.m.
May 27	TCHC CSU attends at 1:05 a.m. and reports the Incident to TCHC
May 27	TCHC dedicates approximately 12 operational staff onsite for tenant engagement
May 27	TCHC evacuates all but three households from townhouse block where the Incident occurred
May 27	TCHC advises all tenants of the Incident by written notice
May 27	TCHC retains WSP and CS&P to investigate the cause and extent of structural issues
May 30	TCHC determines that all tenants must be relocated from the complex
May 30	TCHC activates its ERP and declares a level 3 emergency
May 30	TCHC begins securing temporary accommodations, eventually securing units at four colleges and one pet-friendly hotel
May 31	TCHC carries out a door knock campaign to advise tenants of the need to relocate
June 1	TCHC requests the assistance of the OEM
June 2	Tenants outside the townhouse block where the Incident occurred begin moving into temporary accommodations
June 2	TCHC creates a dedicated Swansea phone line and email address for tenants
June 7	TCHC holds its first tenant town hall

June 10	TCHC relocation team holds its first meeting
June 12	TCHC's engineers advise that the complex is not safe for occupancy; TCHC advises Toronto Building
June 12	The CBO issues the Orders
June 13	TCHC distributes the Orders to all tenants
June 14	TCHC holds second tenant town hall and advises tenants that they will have to relocate
June 15	TCHC begins formalized relocation process
June 23	TCHC and CBO hold joint tenant meeting
June 23	First group of tenants sign leases for relocation units
June 27	This application is issued

84. I make this affidavit in support of TCHC's position in relation to this application and for no other or improper purpose.

AFFIRMED before me remotely by Richard Grotsch of Georgian Bay Township, in the Province of Ontario, at the City of Toronto on June 30, 2022, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

Richard Grotsch

Richard Grotsch

Katie Douglas

Katie Douglas

Commissioner for Taking Affidavits

CITY OF TORONTO *et al.*
Applicants

**TORONTO COMMUNITY
HOUSING CORPORATION**
Respondent

and

Court File No: CV-22-00683263-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at **TORONTO**

AFFIDAVIT OF RICHARD GROTSCH
AFFIRMED JUNE 30, 2022

Toronto Community Housing Corporation
Legal Services Division, 6th Floor
931 Yonge Street
Toronto, Ontario M4W 2H2

Alana Abells - LSO #55736B
T: 416-981-4208
E: alana.abells@torontohousing.ca

Katie Douglas - LSO #70872L
Tel: (647) 880-2047
Fax: (416) 981-4294
Email: katie.douglas@torontohousing.ca

Lawyer for the Respondent

THIS IS EXHIBIT "A"
TO THE AFFIDAVIT OF RICHARD GROTSCH
SWORN Remotely by Katie Douglas
at the City of Toronto, in the Province of Ontario
before me on June 30, 2022,
in accordance With O. Reg. 431/20.
Administering Oath or Declaration Remotely.

Katie Douglas

KATIE DOUGLAS
Commissioner for Taking Affidavits.



Social Housing Waiting List Reports

Quarterly reports showing activity on the centralized waiting list for subsidized housing administered by the City of Toronto.

2022	2021	2020	2019	2018
-------------	------	------	------	------

Application Activity

Activity	Q1	Q2	Q3	Q4	2022
New/reactivated	4,895				4,895
Housed	382				382
Inactive/cancelled	521				521
Total active waiting list	79,572				79,572

Total Active Applications

Active Applications	Q1	Q2	Q3	Q4	2022
Household no dependents	25,715				25,715
Household with dependents	18,759				18,759
Senior	35,098				35,098
Total	79,572				79,572

Households Housed by Unit Size

Unit Size	Q1	Q2	Q3	Q4	2022
Room	0				0
Bachelor	100				100
1 bedroom	170				170
2 bedroom	79				79
3 bedroom	27				27
4 bedroom	6				6
5 bedroom	0				0

Housed by Applicant Category

Category	Q1	Q2	Q3	Q4	2022
Special Priority	113				113
Terminally Ill	17				17
Over-housed	8				8
Homeless/Youth/Separated families	77				77
General list	167				167

Housed by Housing Provider

Provider	Q1	Q2	Q3	Q4	2022
Toronto Community Housing Corporation	253				253
Co-op/PNP/Rent Supplement	129				129

Contact Information

Housing Stability Services

Telephone: 416-392-4126

Email: hss@toronto.ca (mailto:hss@toronto.ca)

Related Information

Rent-Geared to Income (<https://www.toronto.ca/community-people/housing-shelter/rental-housing-tenant-information/finding-housing/subsidized-community-housing/rent-geared-to-income-demo/>)

THIS IS EXHIBIT “B”
TO THE AFFIDAVIT OF RICHARD GROTSCH
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before me on June 30, 2022,
in accordance With O. Reg. 431/20.
Administering Oath or Declaration Remotely.

Katie Douglas

KATIE DOUGLAS
Commissioner for Taking Affidavits.



For Help Contact Katherine Szczech

Dispatch ~ Call Details

Report No. 1183744

Address: 19 Swansea Mews

Edit
Address

Unit No rating entered no

No.: unit

Unit
Risk
History

Dev/OU: Queensway/Windermere
- Etobicoke South High
Park - E

Address
History

Open New Call 24 Hour Call List

<div style="border: 1px solid black; border-radius: 15px; padding: 5px 20px; display: inline-block;">Edit</div>	
Dispatcher:	FERRATO, Jessica
Caller Name:	TFS
Caller Address:	
Caller Phone No.:	
Details:	Toronto Fire on site for a female that was hit with a large piece of concrete. The fire dispatcher did not know exactly where they are in the building or what unit they are from. EMS also attending.
Describe Weapon Involved:	
Priority:	2
Contact Caller:	N/A
Contact by:	N/A

Officer Assigned Call:	[REDACTED]
ETA:	
Date and Time Call Opened:	2022.05.27 00:52
Date and Time Call Dispatched:	2022.05.27 00:56
Total Time Call Held:	4 minutes
Reason Call Held:	
Dispatched By: If different than the Dispatcher who received the call.	[REDACTED]
Call is from:	TFD
Security Company Contacted:	TCHC
Officer Reassigned Call:	
Disposition:	Personal Injury - Tenant
Report Status:	Incident
Miscellaneous Information:	
<input type="button" value="Edit"/>	

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THIS IS EXHIBIT “C”
TO THE AFFIDAVIT OF RICHARD GROTSCH
SWORN Remotely by Katie Douglas
at the City of Toronto, in the Province of Ontario
before me on June 30, 2022,
in accordance With O. Reg. 431/20.
Administering Oath or Declaration Remotely.

Katie Douglas

KATIE DOUGLAS
Commissioner for Taking Affidavits.



CORA

For Help Contact Katherine Szczech

Supervisor ~ Report Details

Report No. 1183744

Address: 19 Swansea Mews

Unit No.: NA *No rating entered*

Dev/OU: Queensway/Windermere - Etobicoke South High Park - E

Address History

Add Unit Risk Rating

no other units available for rating

no individuals

[View Supplemental Report](#)

[View Verification Status](#)

[Unlock Report](#) || [Edit Report](#)

Summary:	TFS reported that a large concrete slab fell from the bedroom ceiling onto the tenant, causing traumatic injuries. Tenant was transported to hospital for further care. Tenant's daughter was also transported for psychological trauma.	
Event	Call is:	Dispatch (Mobile Response)
	Date Time of Call:	2022.05.27 00:52
	Event Status:	Not Applicable
	Event Time:	2022.05.27 00:52
	Primary Event:	Personal Injury - Tenant
	Secondary Events:	- Hazardous Condition
Report Details	Tenancy Management:	Yes
	Report Status:	Incident
	Report Date Time:	2022.05.27 03:23
Officer Details	Reporting Officer	
	Officer:	Sandhu, Partap
	Notebook No:	014650
	Diary Date:	
	First Contact was:	Attended Site
	First Contact Date and Time:	2022.05.27 01:05
	Time Arrived:	2022.05.27 01:05
	Time Cleared:	2022.05.27 02:38
	Total:	1.55 hours (or 93 minutes)
Assisting Officers:		
Location	Building:	Townhouse
	Off Site:	
	Exact Location:	
Special Constable	Was Involved:	Yes

	TPS Report Submitted:	No										
Synopsis:	<p>On Friday May 27, 2022 at approximately 0056 hrs, Special Constable (S/Cst) SANDHU received a call through CSU Dispatch to attend 19 Swansea Mews due to TFS reporting that a female was struck by a piece of concrete.</p> <p>At approximately 0105 hrs, S/Cst SANDHU attended 19 Swansea Mews and observed TFS #P422, EMS Bus #479, and TPS Sgt. #1674 (11 Division) on site.</p> <p>TFS advised that a large concrete slab (approximately 800lbs, 12 feet in size) fell from the ceiling of the 2nd floor bedroom and landed on the female tenant while she was sleeping.</p> <p>The tenant was identified as [REDACTED]</p> <p>TFS advised that [REDACTED] had suffered a fractured pelvis, lacerations, and pain in her chest and shoulders.</p> <p>TFS stated that [REDACTED] was to be transported to the hospital to receive trauma surgery.</p> <p>TFS further advised that the bedroom was currently unsafe and that a city engineer had been dispatched to inspect the unit.</p> <p>At approximately 0110 hrs, S/Cst SANDHU contacted the CCC and advised them accordingly. S/Cst SANDHU also updated Sgt. DALTON.</p> <p>EMS transported [REDACTED] to St. Michael's Hospital for further care.</p> <p>It should be noted that the tenant's daughter, [REDACTED] was transported to Toronto Western for psychological trauma as she had initially found her mother.</p> <p>At approximately 0225 hrs, "Sophia" from Lencorp arrived on site to assess the damages.</p> <p>S/Cst SANDHU secured the unit with the Super's keys prior to departing.</p> <p>Cleared at approximately 0238 hrs.</p> <p>GO #22-994255</p>											
Attachments	<table border="1"> <tr> <td data-bbox="626 1199 816 1241">Photo:</td> <td data-bbox="816 1199 1271 1241"></td> </tr> <tr> <td data-bbox="626 1241 816 1304">Property Receipt No.:</td> <td data-bbox="816 1241 1271 1304"></td> </tr> <tr> <td data-bbox="626 1304 816 1346">Attachment Desc:</td> <td data-bbox="816 1304 1271 1346"></td> </tr> <tr> <td data-bbox="626 1346 816 1409">Attachment Other:</td> <td data-bbox="816 1346 1271 1409"></td> </tr> </table>	Photo:		Property Receipt No.:		Attachment Desc:		Attachment Other:				
Photo:												
Property Receipt No.:												
Attachment Desc:												
Attachment Other:												
Charges:	<table border="1"> <tr> <td data-bbox="626 1430 816 1472">No. of Charges:</td> <td data-bbox="816 1430 1271 1472"></td> </tr> <tr> <td data-bbox="626 1472 816 1514">No. of Warrants:</td> <td data-bbox="816 1472 1271 1514"></td> </tr> <tr> <td data-bbox="626 1514 816 1556">No. of Arrests:</td> <td data-bbox="816 1514 1271 1556"></td> </tr> </table>	No. of Charges:		No. of Warrants:		No. of Arrests:						
No. of Charges:												
No. of Warrants:												
No. of Arrests:												
TCHC Staff Involved:	<table border="1"> <tr> <td data-bbox="626 1577 816 1619">Staff Injury:</td> <td data-bbox="816 1577 1271 1619"></td> </tr> <tr> <td data-bbox="626 1619 816 1661">Level of Injury:</td> <td data-bbox="816 1619 1271 1661"></td> </tr> <tr> <td data-bbox="626 1661 816 1703">Staff Victimized:</td> <td data-bbox="816 1661 1271 1703"></td> </tr> <tr> <td data-bbox="626 1703 816 1766">Type of Victimization:</td> <td data-bbox="816 1703 1271 1766"></td> </tr> <tr> <td data-bbox="626 1766 816 1829">TCHC Staff Involved:</td> <td data-bbox="816 1766 1271 1829"></td> </tr> </table>	Staff Injury:		Level of Injury:		Staff Victimized:		Type of Victimization:		TCHC Staff Involved:		
Staff Injury:												
Level of Injury:												
Staff Victimized:												
Type of Victimization:												
TCHC Staff Involved:												
Details:	<table border="1"> <tr> <td data-bbox="626 1850 816 1892">Drugs:</td> <td data-bbox="816 1850 1271 1892"></td> </tr> <tr> <td data-bbox="626 1892 816 1934">Naloxone:</td> <td data-bbox="816 1892 1271 1934"></td> </tr> <tr> <td data-bbox="626 1934 816 1997">Naloxone Admin By:</td> <td data-bbox="816 1934 1271 1997"></td> </tr> <tr> <td data-bbox="626 1997 816 2022">Grafitti:</td> <td data-bbox="816 1997 1271 2022"></td> </tr> </table>	Drugs:		Naloxone:		Naloxone Admin By:		Grafitti:				
Drugs:												
Naloxone:												
Naloxone Admin By:												
Grafitti:												

	Domestic Violence:	
	Park 10 Day:	
	Record Of Arrest:	
	Form 9:	
	Form 10:	
	Log 104:	
	POT:	
	Tag:	
	Tow:	
Emergency Services Contacted	Police:	Yes
	Ambulance:	Yes
	Coroner:	
	Fire Department:	Yes
	Maintenance:	Yes
Other Services Contacted:	Response Center:	
	Greenwin:	
	Dell:	
	Other:	
Weapons	Injury:	
	Knife:	
	Gun:	
	Other:	
Force	Hand:	
	O/C Spray:	
	Handcuffs:	
	Baton:	
	Property Damage:	
	Person Injury:	Other
Theft	Theft from TCHC:	
	Theft Other:	
Fire	Fire Alarm Source:	
	Fire Cause:	
	Cost to Victim:	
	Cost to TCHC:	

Verification Status

Verified:	Y
Verified By:	Dalton, Michael
Verify Date:	2022.05.27 04:02
Sent Back:	N

Edit Complete:	
Edit Date:	

back to top

Individuals

Details	Name	Charges	Charge By	Warrant	Warrant By	Bystander	Complainant	Suspect	Victim	Witness	Acc
No individuals associated											

Supplemental Reports

Supp No	Supp By	Date/Time	Synopsis	Details
16885	[REDACTED]	2022.05.28 02:00	<p>On Friday the 27th of May, 2022 at about 1632HRS; Special Constable (S/cst) [REDACTED] attended 21 Widnermere Avenue (Swansea Mews Community), Toronto, Ontario as detailed by Sgt J. [REDACTED] S/cst [REDACTED] also attended. S/cst M. [REDACTED] and partner were detailed with keep unit 19 secured as earlier in the day, a tenant had been injured due to a fall piece of ceiling.</p> <p>Unit keys to unit 19, a master key set and keyset for the west gates were attained from the site superintendent. Unit 19 was monitored. A number of tenants were spoken with along with numerous TCHC staff.</p> <p>At 0115HRS on the 28th of May, 2022; S/cst [REDACTED] and S/cst [REDACTED] attended to other duties</p> <p>NOTE:</p> <ol style="list-style-type: none"> 1) S/cst [REDACTED] and S/cst [REDACTED] was relieved by S/cst [REDACTED] and partner. 2) All keys were turned over to S/cst [REDACTED] 	Details
16884	[REDACTED]	2022.05.28 02:00	<p>On Friday the 27th of May, 2022 at about 1632HRS; Special Constable (S/cst) [REDACTED] attended 21 Widnermere Avenue (Swansea Mews Community), Toronto, Ontario as detailed by Sgt J. [REDACTED] S/cst [REDACTED] also attended. S/cst M. [REDACTED] and partner were detailed with keep unit 19 secured as earlier in the day, a tenant had been injured due to a fall piece of ceiling.</p> <p>Unit keys to unit 19, a master key set and keyset for the west gates were attained from the site superintendent. Unit 19 was monitored. A number of tenants were spoken with along with numerous TCHC staff.</p> <p>At 0115HRS on the 28th of May, 2022; S/cst [REDACTED] and S/cst [REDACTED] attended to other duties</p> <p>NOTE:</p> <ol style="list-style-type: none"> 1) S/cst M. Ramsden and S/cst [REDACTED] was relieved by S/cst [REDACTED] and partner. 2) All keys were turned over to S/cst [REDACTED] 	Details

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THIS IS EXHIBIT “D”

TO THE AFFIDAVIT OF RICHARD GROTSCH

SWORN Remotely by Katie Douglas

at the City of Toronto, in the Province of Ontario

before me on June 30, 2022,

in accordance With O. Reg. 431/20.

Administering Oath or Declaration Remotely.

Katie Douglas

KATIE DOUGLAS

Commissioner for Taking Affidavits.

From: [FAN OUT](#)
To: [FAN OUT](#); [Kevin Leonard](#); [Sharon Haraba](#); [Bruce Malloch](#); [Gurmeet Singh](#); [Winston Kenley](#); [David Quigley](#); [Kevin Pender](#); [Robert Hook](#); [John Gibson](#); [Flora Pannunzio](#); [Allen Murray](#); [Alex Rankin](#); [Fadi Harb](#); [Boyd Dyer](#); [Gail Johnson](#); [Arsema Berhane](#); [Julio Rigores](#); [William Mendes](#); [Will Vrieswyk](#); [Kwende Kemba-Gayme](#); [Michelle Davis](#); [Steve Marshall](#); [Michael Bezoff](#); [Tim Daley](#); [Ken Tooby](#); [Joe Montesano](#); [Agostino Mancuso](#); [Ahmed Ali](#); [Alexander Voronin](#); [Barry Thomas](#); [Brad Priggen](#); [Cezar Capati](#); [Cosmin Floroiu](#); [Dennis Wilson](#); [Hassan Abdi](#); [Jean Jacko](#); [Joe Magalhaes](#); [John Krajevic](#); [John Perkovic](#); [Marlon Roomes](#); [Marva Jeffers](#); [Paul Feitelberg](#); [Steve Young](#); [Orna Raubfogel](#); [Richard Smith](#); [Cristofero Ferracane](#); [Frank Bellissimo](#); [Darlene Hurley](#); [Melanie Rivenbark](#); [Amy Larita](#); [Cristi Ciausiu](#); [Cesar Ramirez](#); [Shabana Eidoo](#); [Mary Abraham](#); [Bob Macdonald](#); [Konstantin Voronin](#); [Racquel Nelson](#); [James McGookin](#); [Yagnesh Purohit](#); [Mario Teixeira](#); [Noah Slater](#); [Jamie McMurray](#); [Nadia Gouveia](#); [Dave Eldridge](#); [Javan Courtney](#); [Andrew Erochko](#); [Richard Grotsch](#); [Michelle Laita](#); [Shaminy Ratneswaran](#); [Andrew Restrepo](#); [Kwesi Johnson](#); [Vishnu Ramsamujh](#); [Jason Kirkby](#); [Miguel Ruiz](#); [Tracey Seaward](#); [Rose-Ann Lee](#); [Suzanne Fish](#); [Anita Tsang-Sit](#); [Casey Stinson](#); [Lindsey Walcott](#); [Brian Douglas](#); [Michael Dalton](#); [Husein Ladha](#); [Maureen Hosein](#); [Sean Brosnan](#); [Chris Cochrane](#); [Jay Davidson](#); [Tiffany Lambert](#); [Vanessa Headley](#); [Nkechi Ukome](#); [Jaipreet Kohli](#); [Sundus Balata](#); [Scott Kirkham](#); [Ray Collins](#); [Paul Richards](#); [Marco Pulera](#); [Tony Mandarino](#); [Ion Andreiev](#); [Terrence Smith](#); [Ana Moraru](#); [Sheldon Reis](#); [Tony Bernabei](#); [Grant Burningham](#); [Brian MacDonnell](#); [Gary Wright](#); [Brian Lass](#); [Derek Anderson](#); [Andrew Imade](#); [Jacqueline Doo](#); [Christine Lam](#); [Toshania Williams](#); [Darragh Meagher](#); [Lindsay Viets](#); [Likwa Nkala](#); [Danielle Doody](#); [Sandra Clarke](#); [Branko Skrbic](#); [Neil Carter](#); [Sara Bartolomeo](#); [Sherri Scott](#); [Domenic Montesano](#); [Craig Bermingham](#); [Cynthia Summers](#); [Robert Menyhart](#); [Minh Toan](#); [Adam Sweedland](#); [Sheryl McDonald](#); [Alana Abells](#); [Aimee Corrado](#); [Paula Knight](#); [Tanishia Allen](#); [James Laflamme](#); [Kevin Brooks](#); [Patricia Quartarone](#); [Samantha Jani](#); [Ashley Fontaine](#); [Erica McWilliams](#); [Charmaine Browne](#); [Lise Ngo](#); [Cassandra Coward](#); [Williams Herrada](#); [Allan Britton](#); [Grant Coffey](#); [La-Toya Hanchard](#); [Nick Perivolaris](#); [Archana Kula](#); [Evelyn Amponsah](#); [Natrici Drummond](#); [Dan OConnor1](#); [Jose Gomez](#); [Melvin Liau](#); [Christopher O'Neil](#); [Thusany Puvanendran](#); [Amina Yassin-Omar](#); [Feirus Nur](#); [Reza Hamidi](#); [Darcy Barreiro](#); [Daisy Wong](#); [Diandra Greaves](#); [Sarah Zerihun1](#); [Zabihullah Nouri](#); [Ahmad Halimeh](#); [Lesley Hamilton](#); [Chris Beresford](#); [Kevin Chetana](#); [Stephen Caslangen](#); [Kamran Pashaei](#); [Edward Chen](#); [Jag Sharma](#); [Andrew Restrepo](#); [Adeniran Olayiwole](#); [Azalech Boyana](#); [Carolyn Saunders](#); [Francis Chiu](#); [Melissa Rodrigues](#); [Shaminy Ratneswaran](#); [Sheila McGregor](#); [Sophia Siddiq](#); [Audrey Egan](#); [Mike Morgan](#); [Kathy Hoover](#); [Larry Freedlander](#); [Lesley Skelton](#); [Stacy Golding](#); [Suzanna Charles](#); [Alexis Cheddesingh](#); [David Morales](#); [Farishta-Maryam Wahidi](#); [Andrew Cox](#); [Christina Strang](#); [Laudeniro Dasilva](#); [Tanuka Roy](#); [Armin Forouzan](#); [Ameera Mcintosh](#); [Joseph Greer](#); [Jelani Matthew](#); [Marka Hrivik](#); [Samuel Maloney-Lee](#); [Kwesi Kissi](#); [Fahad Yousuf](#); [Afsar Manji](#); [Jaemar Ivey](#); [Samantha Murray](#); [Gail Cetinja-Wedderburn](#); [Cassandra Hunter](#); [Kelly Fleming](#); [Rahel Gebregiorgis](#); [Jacqueline Williams](#); [Archana Kula](#); [Cleverene Frazer](#); [Emelda Chapman](#); [Stephan George](#); [Sarah Zerihun1](#); [Kester Caesar](#); [Stayce Grant](#); [Luis Mejicano](#); [Diandra Greaves](#); [Shomayseh Khalili](#); [Tare Musewe](#); [Asha Yusuf](#); [Mario Clementi](#); [Amina Ibrahim](#); [Nkechi Ukome](#); [Ralph Cruz](#); [Zainab Godwin](#); [Nnali Simon](#); [Sujuan Sapkota](#); [Phillip Auguste](#); [Cheryl Cornejo](#); [Raamla Adan](#); [Tanisha Smith](#); [Janet Yoshida](#); [Brian Uhle](#); [Pamela Macaulay](#); [Ayan Yusuf](#); [Bernard Laryea](#); [Golda Inniss](#); [Jessie Zorzella](#); [Mark Solomon](#); [Mohammed Zakiullah](#); [Shauna Barnett](#); [Robin Smith](#); [Sabiha Khandhia](#); [Renee Sauer](#); [Winsome Smith](#); [Janelle Estwick](#); [Christelle Freitas](#); [Kristopher Sousa](#); [Laudeniro Dasilva](#); [Jerome Leach](#); [Kamaljeet Singh](#)
Subject: FW: Work Order has been assigned to you
Date: Friday, May 27, 2022 1:58:35 AM

From: cdr@yardi.com
 Sent: Friday, May 27, 2022 1:58:28 AM (UTC-05:00) Eastern Time (US & Canada)
 To: FAN OUT
 Subject: Work Order has been assigned to you

CAUTION: This email originated from outside of Toronto Community Housing (TCHC). Do not click links or open attachments unless you recognize the sender and know the content is safe.

Update: Risk vendor to attend and assess damages under work order 43229 as per TFD request.

Property Address: 19 SWANSEA MEWS - QUEENSWAY WINDERMERE 19 SWANSEA MEWS
 Unit Number: NA
 Tenant first name & tenant last name: Lashauna Tamika Sade Dixon
 Tenant phone number:
 WO Number: 43227
 WO Created Date & Time: 05/27/2022

WO created by: Mohamed.Roble@torontohousing.ca
Access Notes: LWV Rating: Unrated - No information available

WO Status: Call

WO Status reason:

WO Category: Fan Out

WO Sub Category: Injury or Death

Problem Description: Update: Risk vendor to attend and assess damages under work order 43229 as per TFD request.

3. [If reported by CSU] Position, Full Name, Badge#, CSU Tel: CSU special Constable Sandhu badge number 31189

4. TCHC contact for further updates: 416-981-5510

Incident Details:

5. Brief description and cause of the issue: CSU reporting a concrete slab fell through the ceiling in the second floor bedroom. One resident was injured and transported to the hospital. TPS and TFD are currently on scene investigating along with CSU. More updates to follow if provided

6. Is this an act of violence? (Y/N): N

7. Media on site? (Y/N): N

Building Condition:

8. Has a vendor been dispatched? (Y/N): Yes

9. Related WO #'s:43229

Tenant/Unit Condition:

10. Anyone taken to hospital? (Y/N): Yes

11. Are Regional staff required on-site to assist (Y/N)? No

12. Have Regional staff been deployed? No

Tech Notes:

Vendor Name:

Vendor Notes:

WO Assigned to staff: cferraca

Staff members notified: Cristofero Ferracane

Site Contact: Ariel Gaitan-Sanchez

Site Contact phone number: 4169814352

Region & Hub: 029 Regional Office - Central-029

Asbestos may be present at this location. Please refer to signage and the inventory log book located in the building's management office.

THIS IS EXHIBIT “E”
TO THE AFFIDAVIT OF RICHARD GROTSCH
SWORN Remotely by Katie Douglas
at the City of Toronto, in the Province of Ontario
before me on June 30, 2022,
in accordance With O. Reg. 431/20.
Administering Oath or Declaration Remotely.

Katie Douglas

KATIE DOUGLAS
Commissioner for Taking Affidavits.

From: [Noah Slater](#)
To: [Kamal Gogna](#); [Joe Fusco](#)
Cc: [Tony D'Amico](#); [Peter Maes](#); [Paul Posluszny](#); [Allen Murray](#); [Daisy Wong](#)
Subject: RE: Unsafe Order for 19 Swansea Mews
Date: Friday, May 27, 2022 8:30:02 PM

Kamal, Joe, Peter,

Thank you so much for your responsiveness and help today, notably Peter who was on site twice.

We will provide a formal response to the order to comply over the weekend. In the meantime, here is an update.

- The shoring contractor is currently on site erecting the shoring in Unit 19. This effort will continue into tomorrow as we install more shoring in a few empty units we have selected for destructive testing. We are obviously anxious to see if this unusual “composite” style detail is typical throughout the development.
- We have retained two separate structural engineering firms to perform inspections as a matter of due diligence; WSP and RJC. I will forward contact information tomorrow and any other information you may need to confirm that they have been retained.
- TCHC staff are working with tenants to mobilize relocations.

More updates to follow tomorrow.

ns

From: Kamal Gogna [mailto:Kamal.Gogna@toronto.ca]
Sent: Friday, May 27, 2022 6:30 PM
To: Joe Fusco; Noah Slater
Cc: Tony D'Amico; Peter Maes; Paul Posluszny
Subject: RE: Unsafe Order for 19 Swansea Mews

CAUTION: This email originated from outside of Toronto Community Housing (TCHC). Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening Noah,

Further to Joe email, please confirm if the occupants of the block have been vacated.

Also please have the engineer confirm whether temporary shoring addresses the immediate unsafe condition. We'll require a report from the engineer confirming this as outlined in the order.

Thank you,
Kamal

From: Joe Fusco
Sent: May 27, 2022 6:21 PM

To: 'noah.slater@torontohousing.ca' <noah.slater@torontohousing.ca>

Cc: Tony D'Amico <Tony.DAmico@toronto.ca>; Kamal Gogna <Kamal.Gogna@toronto.ca>; Peter Maes <Peter.Maes@toronto.ca>; Paul Posluszny <Paul.Posluszny@toronto.ca>

Subject: Unsafe Order for 19 Swansea Mews

Good evening Noah,

As discussed earlier (with slight modifications), attached is an order to remedy unsafe building.

Please have your engineer e-mail us to confirm that he has been retained and of any immediate actions required to be done.

You indicated to us that the occupants of the block have been vacated and that temporary shoring is or was being installed.

Please keep us advised us of all developments as they occur.

If you wish to discuss any items indicated on the order, please call me. I can be reached by cell at (416) 892-6234.

Joseph Fusco

Manager – Inspections

Toronto Building

Toronto and East York

95 The Esplanade

Toronto, Ontario M5E 2A2

(416) 392-7569

joe.fusco@toronto.ca

THIS IS EXHIBIT "F"
TO THE AFFIDAVIT OF RICHARD GROTSCH
SWORN Remotely by Katie Douglas
at the City of Toronto, in the Province of Ontario
before me on June 30, 2022,
in accordance With O. Reg. 431/20.
Administering Oath or Declaration Remotely.

Katie Douglas

KATIE DOUGLAS
Commissioner for Taking Affidavits.

Toronto Community Housing



(/)

What's new

Swansea Mews: Update on Incident

May 27, 2022

In the early hours of Friday, May 27, a piece of the bedroom ceiling collapsed in a townhome unit in Toronto Community Housing's Swansea Mews community. The piece of ceiling landed on and seriously injured a person. First responders and TCHC's Community Safety Unit responded to the scene, and the victim was transported to hospital.

City of Toronto Building Department staff have attended the site, and Toronto Community Housing has brought in a structural engineer who is assessing the building's condition. As a precautionary measure, tenants who live at Block H Swansea Mews will be moved to temporary accommodations. TCHC staff are contacting these tenants today. Other residents of the community that feel unsafe in their unit can also request temporary relocation until more information on the cause of the incident is available.

Tenants' safety is our top priority and we will be taking all possible precautions to safeguard them. TCHC staff are on-site in the community to communicate directly with those impacted and we will continue to provide information as it becomes available.

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- ▶ Our mission (/our-mission)
- ▶ Our strategic plan (/strategicplan)
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Commissioner for Taking Affidavits.

Notice to Swansea Mews tenants

Update #2 | Tuesday, May 31, 2022

Toronto Community Housing has **important news for all Swansea Mews tenants** about steps we are taking to ensure the safety of the community.

A report by a structural engineer has found that the reason a concrete ceiling panel fell in Block H is believed to date back to the building's construction. Further testing is needed to determine the extent of the issue.

Your safety is our top priority. We are taking immediate steps to install temporary structural supports (shoring) in occupied units to protect against the potential of another incident. You will need to temporarily vacate your unit for about two weeks while this work is being done. **You will be able to return home after the structural supports have been installed.**

The process will begin by the end of this week. Temporary accommodations for all Swansea Mews residents will be secured. **More information about the location of accommodations and the additional supports for tenants will be shared tomorrow.** We appreciate your patience as these plans are finalized.

If you would like more information, please contact the Client Care Centre at **416-981-5500**. A dedicated Swansea Mews telephone hotline will be opened tomorrow.

A town hall meeting will also be held in the coming days for Swansea Mews tenants to receive more information and ask TCHC staff questions.



Call **416-981-5500** to request this handout in an alternate language or format.

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Katie Douglas

KATIE DOUGLAS
Commissioner for Taking Affidavits.

Toronto Community Housing



(/)

What's new

Swansea Mews Update #2

June 06, 2022

Toronto Community Housing has been responding rapidly to prioritize the safety of tenants in the face of an emerging public safety risk.

A report by a structural engineer has found that the reason a concrete ceiling panel fell in Block H of the Swansea Mews community is believed to date back to the building's construction.

The engineering report also found that routine inspections would not have identified this. The failure likely occurred suddenly and without presenting signs of cracking or other visible indicators. The report calls for further testing to determine the extent of the issue.

At this time, TCHC is taking all necessary precautions. We are focused on moving tenants to temporary accommodation so that engineers can install temporary structural supports (shoring) and conduct additional testing on the ceiling materials.

All Swansea Mews tenants have been informed that they will need to temporarily vacate their homes while the testing is done. TCHC is securing temporary accommodation for more than 100 households, along with transportation, food and other assistance. Tenants will be accommodated at postsecondary school campuses in Toronto, including Humber College Lakeshore, as well as in hotels.

There are a total of 154 units, 41 of which were vacant at the time of the incident. 25 households have already been moved to temporary accommodation and another 30 are expected to move early this week. We are continuing to work with the remaining units to create a plan that meets their individual needs for temporary accommodation.

This is a dynamic situation, with new findings and additional information coming to light on a daily basis. We are committed to providing tenants regular updates as the situation evolves and

we ask for their understanding, as the latest information may change rapidly based on further findings in the community.

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- ▶ Our housing (/our-housing)
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- ▶ Annual reports (/annual-review)
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▶ **Contact us (/Contacttchc)**

Call our Client Care Centre at **416-981-5500**. We're here for residents 24 hours a day, seven days a week.

Call our Community Safety Unit at **416-921-2323**.

▶ **Complaints (/residents/your-tenancy/Pages/Complaints.aspx)**

▶ **Accessibility (/Accessibility)**

- ▶ Resize text (/resize-text)
- ▶ Accessibility plan (/accessibility-plan)
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- ▶ Accessibility Policy (/our-accessibility-policy)
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(<http://www.torontohousing.ca/whatsnew/Pages/Swansea-Mews-Update-2.aspx>)-
community-
housing)

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Toronto Community Housing



(//)

What's new

Update on Swansea Mews emergency response

June 13, 2022

TORONTO, June 13, 2022—Toronto Community Housing is acting to support its tenants following **an order from the City of Toronto's Chief Building Official** (</news/whatsnew/Documents/CBO%20Order%20to%20vacate%20Swansea%20Mews%20-%20June%2012%202022.pdf>) to vacate Swansea Mews.

Third-party structural engineers hired to assist Toronto Community Housing to identify the factors that contributed to the incident have found two more concrete panels similar to the panel that fell on May 27. This finding means the risk of another concrete panel falling suddenly and without warning is greater than was originally identified.

Based on this new information, the City of Toronto's Chief Building Official has issued an order that requires TCHC to begin to vacate all buildings in Swansea Mews. The Ontario Building Code gives the City's Chief Building Official the authority to issue this order on the basis that the building poses an immediate danger to health and safety. The City's Chief Building Official has made the decision that, in light of the findings of third-party engineers, buildings in Swansea Mews are not currently safe for occupancy.

To protect the safety of tenants Toronto Community Housing is implementing an orderly, immediate plan to assist the 78 households still living in Swansea Mews to vacate their homes. The Order does not terminate the tenancy of impacted TCHC tenants.

Thirty-six (36) households have already vacated the community to temporary lodgings in Humber College dormitories or hotels. TCHC is continuing to work with third-party organizations to provide these households with a full range of supports while they are out of the community. To date, Humber College has played a critical role in welcoming tenants into temporary accommodation and TCHC is grateful for their compassion and sense of urgency.

The Chief Building Official's order requires TCHC to vacate Swansea Mews until such time as work is completed that will make it safe for tenants to return. At this time, TCHC cannot predict how long it will require in order to address the concerns that give rise to the Order. In the event that homes need to remain vacant until TCHC commences its planned refurbishment of Swansea Mews, TCHC's plan is to relocate households from temporary accommodation into stable, suitable housing that meets their specific needs. A relocation agreement for transfer within the TCHC portfolio, signed with each eligible household, will provide a right to return to the Swansea Mews community.

A dedicated hotline has been set up for Swansea Mews tenants who need supports. Tenants can reach out by phone at 416-945-0900 or by email at **Swansea.Mews@torontohousing.ca** (**mailto:Swansea.Mews@torontohousing.ca**).

On May 27, TCHC offered temporary accommodation to any households in Block H, where the incident occurred, who wished to vacate their homes, and engaged third-party structural engineers to identify the factors that contributed to the incident. Initial engineering reports found defects dating back to the construction of Swansea Mews which could not have been detected by routine inspections.

QUOTES

"This is a disruptive and stressful time for the Swansea Mews community. Following the order from the Chief Building Official, we will need to vacate all households to temporary accommodation to protect their safety. We are deeply committed to supporting the Swansea Mews community through this, giving them the full supports that they need to understand this order, as well as providing them temporary accommodation while we put a plan into action for their long-term relocation to stable, suitable housing in the TCHC portfolio.

"We are working with the City of Toronto to better understand the factors that contributed to the incident that occurred on May 27, including the history of the construction of Swansea Mews. We have asked the City to help us find the original documentation from the time Swansea Mews was

built, to possibly identify the manufacturer of the concrete panels. We are also coordinating tenant relocation and support structures with the City."

"As well, we are inspecting other TCHC properties of similar construction and age, and strongly urge other housing providers to conduct the same due diligence."

—TCHC President and CEO Jag Sharma

About Toronto Community Housing

Toronto Community Housing (www.torontohousing.ca (<http://www.torontohousing.ca/>)) is Canada's largest social housing provider. We provide homes for nearly 60,000 low- and moderate-income households in neighbourhoods across the city.

Media contact: media@torontohousing.ca (<mailto:media@torontohousing.ca>) | 416-737-1352

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- ▶ Our mission (/our-mission)
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Katie Douglas

KATIE DOUGLAS
Commissioner for Taking Affidavits.

CS&P Architects Inc.

T: 416.482.5002 F: 416.482.5040
cspa@csparch.com2345 Yonge Street, Suite 200
Toronto, ON M4P 2E5 Canada
www.csparch.com

CS&P Architects

Field Review Report

Project: Swansea
Precast Slab FailureGeneral TCHC
Contractor: Noah Slater

Project No.: 22010

Permit No.: N/A

Date of Visit(s): 28 May 2022

Attending: Victor Peralto - CS&P
Trinity Staff
Jamie Mammoliti - TCHC (Part Time)

Weather:

Report Date: 12 June 2022

Report By: Victor Peralto

Report:

During the course of this site review for the captioned project, the following observations were made and the noted instructions were issued. It should be noted that this review report pertains to the project's architectural elements and that the reports of the other engineering disciplines should also be considered.

Units 27 and 19 were visited on Saturday, May 28, 2022. Destructive tests were conducted in each floor of Unit 27; and on adjacent panels at failure site in Unit 19 – Utilizing a coring drill combined with a chipping hammer

- 1.1 Unit 27, lower level – two panels tested remained intact – underside did not separate from the rib.



Field Review Report

Continued



- 1.1 Unit 27, upper level – one panel tested remained intact – underside did not separate from the rib.



- 1.2 Unit 19, upper level — failed panel was cored to observe separation during coring.



CS&PArchitects

Field Review Report

Continued 1.3 Unit 19, upper level — both panels adjacent to failure were cored and chipped along the edges – cleaned separation occurred on both.



Reported by:

Victor Peralto

Distribution:

Maureen O'Shaughnessy- CS&P

Branco Kraincanic - WSP

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before me on June 30, 2022,
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Administering Oath or Declaration Remotely.

Katie Douglas

KATIE DOUGLAS
Commissioner for Taking Affidavits.



June 1, 2022

Attn: Victor Peralto

CS&P Architects

2345 Yonge Street, Suite 200

Toronto, ON

Dear Mr. Peralto

**Re: 1 Swansea Mews, Toronto, Ontario
Toronto Community Housing (TCH)
Order to Remedy Unsafe Building
22 152852 UNS 00 VI (May 27, 2022)**

WSP Building Structures team was retained by your firm, on behalf of Toronto Community Housing, to investigate the reported collapse of the concrete ceiling in the townhouse complex at 1 Swansea Mews in Toronto. Branko Kraincanic, P.Eng (Structural) at WSP visited the site on May 31, 2022 to test the scanning equipment and to review installed shoring in Block H. The following is the summary of the observations made by WSP on site.

1. The short-term (temporary) shoring has been installed throughout the Block H. The temporary shoring is intended to prevent separation of large pieces of the concrete ceiling from the precast floor panels during condition surveys and testing of the existing floor structure (involving short-term visitors). Long-term shoring will be installed in units where floor panels need to be repaired.
2. The drawings for the long-term shoring are being developed by a consulting engineering company hired by the shoring contractors, according to the recommendations regarding the shoring layout provided by WSP and CS&P Architects.
3. WSP visited units #19 and #27 in block H. In our opinion, the short-term shoring installed in these two units provides necessary protection as per paragraph #1 above for short-term visits.
4. The shoring consultant should review the installed shoring and provide all required documentation to confirm that shoring is installed in compliance with relevant standards and safety regulations.

We trust that the provided information satisfies your needs. Please call our office if you need any other information.

Yours truly,

WSP Canada Inc.

Branko Kraincanic, P.Eng

Senior Structural Engineer

Branko.Kraincanic@wsp.com

416-640-4877

THIS IS EXHIBIT “K”
TO THE AFFIDAVIT OF RICHARD GROTSCH
SWORN Remotely by Katie Douglas
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before me on June 30, 2022,
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Katie Douglas

KATIE DOUGLAS
Commissioner for Taking Affidavits.

CS&P Architects Inc.

T: 416.482.5002 F: 416.482.5040
cspa@csparch.com2345 Yonge Street, Suite 200
Toronto, ON M4P 2E5 Canada
www.csparch.com

CS&P Architects

Field Review Report

Project: Swansea
Precast Slab FailureGeneral: TCHC
Contractor: Noah Slater

Project No.: 22010

Permit No.: N/A

Date of Visit(s): 14 Jun 2022

Attending: Victor Peralto - CS&P
Branko Kraincanic - WSP
Noah Slater - TCHC
Jamie Mammoliti - TCHC
Linda Lam - TCHC

Weather:

Report Date: 15 June 2022

Report By: Victor Peralto

Report:

During the course of this site review for the captioned project, the following observations were made and the noted instructions were issued. It should be noted that this review report pertains to the project's architectural elements and that the reports of the other engineering disciplines should also be considered.

Units 6, 12, 64, 71, 75, 102 and 104 were visited on Tuesday June 14, 2022. Destructive tests were conducted in each floor of each unit.

- 1.1 Unit 6, lower level – panel was removed by the contractor – failure is present – clean separation between underside of rib and bottom of panel.



CS&PArchitects

Field Review Report

Continued

- 1.2 Unit 6, upper level – panel not cut – not tested.



- 1.3 Unit 12, lower level – panel was removed by the contractor – failure is present – clean separation between underside of rib and bottom of panel.



- 1.4 Unit 12, upper level – panel was removed by the contractor – failure is present – clean separation between underside of rib and bottom of panel.



CS&PArchitects

Field Review Report

- Continued 1.5 Unit 64, lower level – panel was removed by the contractor – failure is present – clean separation between underside of rib and bottom of panel.



- 1.6 Unit 64, upper level – panel was removed by the contractor – failure is present – clean separation between underside of rib and bottom of panel.



- 1.7 Unit 71, lower level – panel remained intact – underside did not separate from the rib.



CS&P Architects

Field Review Report

Continued 1.8 Unit 71, upper level – panel remained intact – underside did not separate from the rib.



1.9 Unit 75, lower level – panel remained intact – underside did not separate from the rib.



1.10 Unit 75, upper level – panel remained intact – underside did not separate from the rib.



Field Review Report

Continued

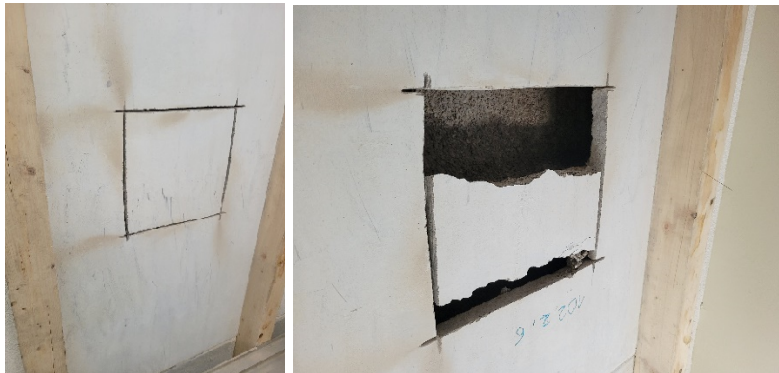
A joint between the bottom panel and rib appears to be present:



1.11 Unit 102, lower level – panel remained intact – underside did not separate from the rib.



1.12 Unit 102, upper level – panel remained intact – underside did not separate from the rib.



Field Review Report

Continued

A joint between the bottom panel and rib does not appear to be present:



1.13 Unit 104, lower level – panel remained intact – underside did not separate from the rib.



Evidence of joint – not conclusive:



CS&PArchitects

Field Review Report

Continued 1.14 Unit 104, upper level – panel remained intact – underside did not separate from the rib.

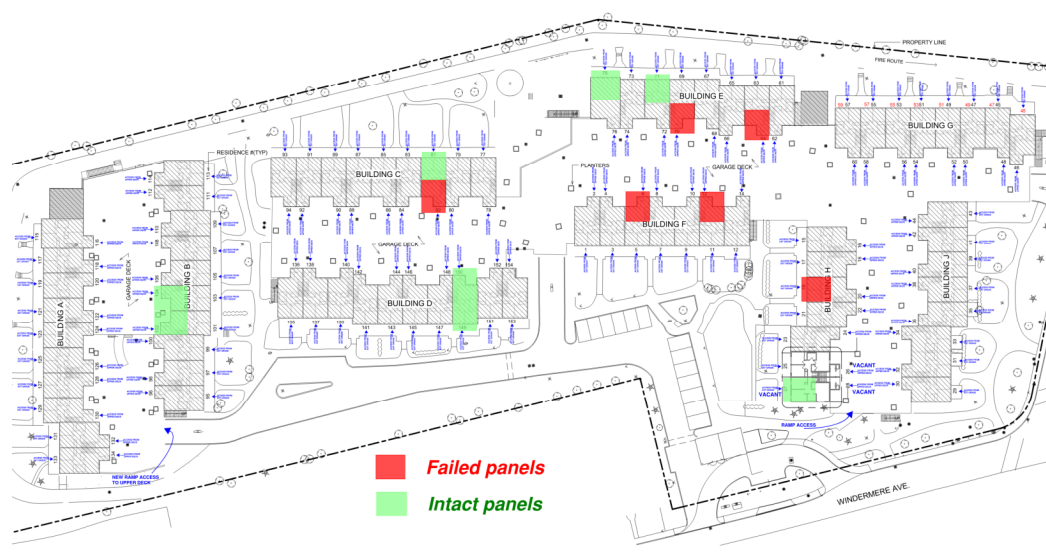


A joint between the bottom panel and rib does not appear to be present:



Field Review Report

- Continued 2 The following Site Plan indicates locations of Units tested and where defective slabs are known to be present. All units tested to date have been vacant units with exception to 19 where the incident occurred.



- 3 Due to the random nature of the defective slabs destructive testing will continue in vacant units.

Reported by:
Victor Peralto

Distribution:
All Present
Maureen O'Shaughnessy- CS&P
James Cooper - RJC

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Katie Douglas

KATIE DOUGLAS
Commissioner for Taking Affidavits.

From: [Darragh Meagher](#)
To: [Will Johnston](#); "[Kamal Gogna](#)"; [Tony D'Amico](#); [Naomi Brown](#); [Chris Soczek](#)
Cc: [Noah Slater](#); [Maureen O'Shaughnessy](#); [Victor Peralto](#); [James Cooper](#); [Jag Sharma](#)
Subject: Swansea Mews - Order to Remedy Unsafe Condition (Order Number: 22 160823 UNS 00 VI)
Date: Saturday, June 18, 2022 4:56:08 PM
Attachments: [image001.png](#)
[2022-06-18 TCHC Swansea Unfit for Occupancy Letter.pdf](#)
[2022-05-30 TCHC Swansea SVR 1 Structural Final.pdf](#)
[2022-06-12 TCHC Swansea Unfit for Occupancy SVR 2 Final.pdf](#)
[2022-06-16 TCHC Swansea SVR 3.pdf](#)
[Jovo Mitrovich Report.pdf](#)

Attached hereto please find the report from Branko Kraincanic, P. Eng. of WSP, along with the attachments referred to therein, in response to the requirement contained in Order to Remedy Unsafe Condition (Order Number: 22 160823 UNS 00 VI) to provide a report outlining the repair methodology as to alleviate the unsafe conditions in the townhouse units, as well as the requirement, communicated earlier today, that the report answer the following questions:

1. Can the identified unsafe condition be resolved by providing shoring on a temporary basis while the permanent and long term solution is being developed and implemented? If shoring is not a viable option, what other technical, temporary solution(s) are proposed to resolve the unsafe condition on a temporary basis.
2. While the unsafe condition is made temporarily safe, can the tenants stay and live within the units?
3. If the answer to the above two questions is no, we require the professional engineer to provide the technical rational as to why not.

In providing this report, I would note that TCHC will, as noted in our correspondence to you of June 16, 2022, continue its efforts towards ensuring that the buildings that comprise the Swansea Mews development are vacated by tenants. During this process we will continue the shoring of the building in order to improve the overall safety of those who are working and, unfortunately, continuing to reside in the building. This shoring is clearly not a solution to the structural issues that have been identified by engineers retained to assist TCHC in relation to this matter. Further, there is some risk that it will provide tenants with a false sense of security that they are safe to continue to reside in the building or can return to the building, given the addition of the shoring. Regardless, it is a further temporary measure that we can take in order to enhance the safety of those in the building at this time and so we will take it.



Darragh Meagher (he/him)
 General Counsel and Corporate Secretary
Toronto Community Housing
 931 Yonge Street, 6th Floor, Toronto, ON M4W 2H2
 T: 416 981 4241
torontohousing.ca

Positive Tenant Experience | Quality Homes | Vibrant Communities

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May 30, 2022

Attn: Victor Peralto
CS&P Architects
2345 Yonge Street, Suite 200
Toronto, ON

Dear Mr. Peralto

**Re: 1 Swansea Mews, Toronto, Ontario
Toronto Community Housing (TCH)
Fallen ceiling investigation, Unit #19, Block H
Site Visit Report**

WSP Building Structures team was retained by your firm, on behalf of Toronto Community Housing, to investigate the reported collapse of the concrete ceiling in the townhouse complex at 1 Swansea Mews in Toronto. Branko Kraincanic, P.Eng (Structural) at WSP visited the site on May 27, 2022. The following is the summary of the observations made by WSP on site.

1. WSP entered the Unit #19, accompanied by Ed Wieczorek (TCH) and Victor Peralto (CS&P Architects). WSP observed the fallen concrete ceiling panel in the bedroom at the second level of the unit.
2. The existing floor structure above the bedroom consists of a number of approx. 1200mm wide precast concrete hollow-core panels placed tightly to each other and spanning between the concrete block demising walls (approx. 4.7m apart). This slab is supporting the laundry room in the unit #20 at the level above.
3. According to our observations, the ceiling panel forms the soffit of the structural portion of the damaged floor panel. The fallen portion of the existing concrete ceiling panel is approx. 3.5m long, 1.2m wide and 30-40mm thick. The ceiling panel fell from only one floor panel (2nd panel from the window). It appears that the concrete ceiling panel and the structural portion of the floor panel were fabricated separately and then bonded to each other into one precast floor panel by either applying a bonding agent between them or by casting them against each other. In either case, a construction joint was formed between the ceiling panel and the webs of the structural panel above. As no steel ties across the joint were observed during the visit, the integrity of the built-up floor panels relies solely on the strength and the durability of the bond. No reinforcement was observed in the broken pieces of the ceiling panel.
4. In our opinion, the ceiling panel detached from the webs of the structural panel due to deterioration of the bond between them. Also, the bond may have been broken due to exposure to a significant external force (earthquake or a high dynamic load), however, this is an unlikely scenario. Due to absence of steel ties between the ceiling panel and the structural panel, the failure occurred instantly (brittle failure) not providing early signs of failure (cracks, delamination, etc.).
5. WSP visually examined the floor panels in the units #17, 19, 20, 27, 28 and 42 for any signs of failure of the ceiling panels. No cracks in the soffit of the floor panels were observed. However, as explained in the paragraph 4 above, there is no guarantee that the ceiling is not prone to separation from the structural panel



unless the steel ties were provided between them during the fabrication. In our opinion, the steel ties between the ceiling panel and the webs of the structural panel are essential in providing structural integrity to the whole built-up floor panel. Note that the hollow-core panels are not normally fabricated by connecting two or more components into one panel. The hollow-core panels are usually fabricated as one monolithic panel. WSP is not sure why the fabricator chose to fabricate and install the built-up floor panels in some units rather than the monolithic panels.

6. WSP was informed by CS&P Architects on Saturday, May 29, 2022 that the destructive investigation took place in the unit #19 and in the vacant unit #27 in the same block H, per recommendations from WSP given in an email on May 28, 2022. According to the emails and photos provided by CS&P, a small piece of the ceiling panel was removed from the floor slabs in units #19 and #27 to expose the connection between the ceiling panel and the webs of the precast panel. The investigation in the unit #27 revealed no construction joint between the ceiling panel and the exposed web, which implies that the examined panel was built monolithically, as expected in the usual hollow-core construction. The same investigation on the panels adjacent to the damaged panel in the unit #19, however, caused the tested portion of the ceiling to detach from the web with a little effort, in the same manner the ceiling panel detached from the web in the damaged panel. The ceiling panels were also scanned for embedded reinforcement or the prestressing tendons, however none were found.
7. WSP reviewed the existing original structural and architectural drawings and found that the structural drawings are consistently calling for an 8" thick precast concrete hollow-core slab in all units and at all levels above the ground level. There is no information in the structural drawings that indicate that the slabs in different areas of the units would be built differently (monolithic vs. built-up). The drawings do not contain details of the hollow-core slabs. We believe that the precast slab fabricator designed the slabs and provided a separate set of shop drawings, which has been a common practice.
8. Taking into consideration all information obtained during the visits, WSP recommends that the existing precast floor structure in all TCH townhouse units in the complex at 1 Swansea Mews where the floor structure consists of the built-up precast panels instead of the monolithically fabricated panels is dangerous for the current tenants for the reasons explained in the previous paragraphs of this report. Due to noticed inconsistency in the applied construction techniques between the units and due to the uniform appearance of the slab soffits in all units, it is impossible to determine the composition of the precast floor panels from a visual survey. We recommend that all precast panels in all units in this townhouse complex be shored as soon as possible and tested for presence of construction joints between the ceiling panel and the precast webs of the floor panels. The shoring should extend from the ground level of the lower units to the roof level of the upper units and should remain in place in the units until all panels in the lower and the upper unit have been tested and cleared (all panels found to be monolithic) or repaired (construction joints have been found in some or all panels). The layout of shoring, the sequence and the details of the repairs will be provided in a separate document.
9. The testing of panels for presence of construction joints could be either destructive or non-destructive, or a mix of both. The testing method, the scope of testing and the schedule will be determined in coordination with the TCH.



We trust that the provided information satisfies your needs. Please call our office if you need any other information.

Yours truly,

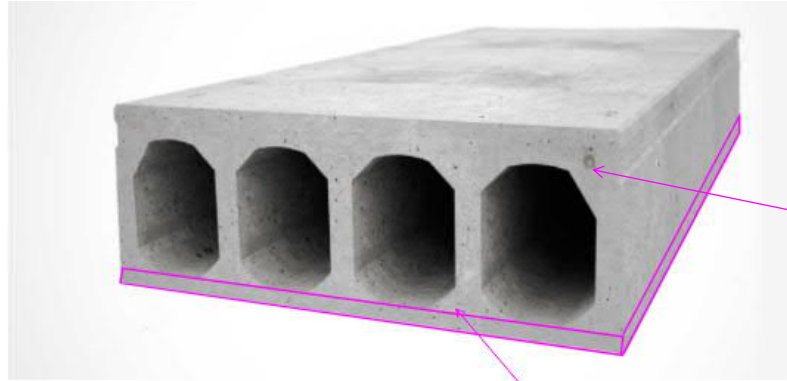
WSP Canada Inc.

Branko Kraincanic, P.Eng
Senior Structural Engineer
Branko.Kraincanic@wsp.com
416-640-4877



Attachments :

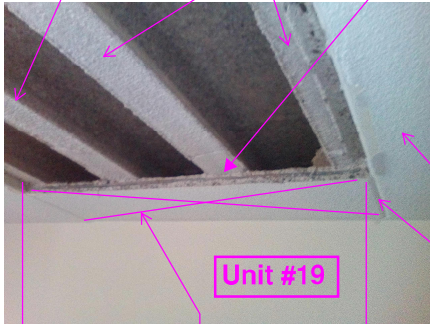
- Site Photos



Hollow-core precast panel.
Not the actual panel, only an example.

Construction joint

Web of the precast panel



Adjacent precast panel

Joint between the panels

Unit #19

Remaining ceiling panel

One precast panel
apprx. 1200mm



Fallen ceiling panel





June 12, 2022

Attn: Tony D'Amico

District Manager (Acting), Inspection Services
Toronto and East York District
95 The Esplanade – Ground Floor
Toronto, Ontario M5E 2A2
(416) 338-1215

Dear Mr. D'Amico

**Re: 1 Swansea Mews, Toronto, Ontario
Toronto Community Housing (TCH)
Order to Remedy Unsafe Building
22 152852 UNS 00 VI (May 27, 2022)
Site Visit Report #2**

WSP Building Structures team was retained by CS&P Architects, on behalf of Toronto Community Housing, to investigate the reported collapse of the concrete ceiling in the townhouse complex at 1 Swansea Mews in Toronto. Refer to the attached Site Visit Report dated May 30, 2022 for detailed observations and recommendations.

Branko Kraincanic, P.Eng (Structural) at WSP visited the site on June 10, 2022. The following is the summary of the observations made by WSP on site.

1. WSP and CS&P entered the following units: #70, #81, #82, #149 and #150, in order to perform the destructive testing of the ceiling panels. The testing involved cutting out a square portion of the ceiling panels (non-structural component) at the ribs of a randomly selected precast floor panel, and removing it from the panel by hitting with a 2lb hammer. If the marked piece of the panel fell off the panel by detaching from the rib of a precast panel, this would indicate that the selected precast panel was not constructed as one monolithic panel and that its ceiling panel is prone to collapse, similar to the defective panel in Unit #19.
2. WSP and CS&P randomly selected and tested one precast panel at each level in each visited unit. One additional test was carried out in units #81 and #150.
3. Testing at selected panels in the units #81, #149 and #150 revealed that the selected precast panels were fabricated as monolithic panels. Other panels in these units were not tested at the time of the review, and WSP cannot ascertain as to the structural integrity of the ceiling portion of those panels.
4. Testing at selected panels at Level 1 in the units #70 and #82 revealed that the selected precast panels consist of a structural portion and a ceiling concrete panel bonded together into one panel, similar to the defective panel in Unit #19, and therefore **are deemed unsafe**. Testing at selected panels at the Level 2 revealed monolithic composition of the tested panels. Other panels in these units were not tested at the time of the review, and WSP cannot ascertain as to the structural integrity of the ceiling portion of those panels.
5. According to the original structural and architectural drawings, and according to the visits made by WSP to the townhouse units in the past 5 years on other occasions, the floor structure above the lowest level and at the roof level in all units consists of seven approx. 1200mm wide concrete precast panels, placed next to each



other and supported at ends on the concrete masonry walls located between the units or at the exterior wall of the end units.

6. Shoring was present in all visited units, as per WSP's recommendations. All units were vacant during the visit.

Conclusions and recommendations:

1. Due to the noticed inconsistency in the applied construction techniques between the units, and even within the units, and due to the uniform appearance of the slab soffits in all units, it is impossible to determine the composition of the precast floor panels from a visual survey. It is also impossible to predict in which dwelling unit and when the next ceiling panel may collapse. The destructive testing has pointed to an uncertainty of the prevalence of this defective detail throughout the complex. Until other non-destructive or less intrusive destructive testing methods are developed, at this point, the destructive testing of each panel in each unit per the paragraph #1 in the Observations section above is the only way to confirm the integrity of any panel. No tests to such scale have been performed in any unit so far.
2. Taking into consideration all information obtained during the visits, our opinion is that the existing precast floor structures in all 154 TCHC townhouse units in the complex at Swansea Mews are unsafe for the purpose they are used, **and therefore entire complex has been rendered uninhabitable**. We recommend that the tenants be evacuated from all occupied units immediately.
3. From the structural point of view, the tenants may be allowed to return to their units if the shoring is provided throughout the units and at all levels. The purpose of the shoring would be to prevent the ceiling portion of any faulty precast floor panels from detaching from the floor panels. Other considerations to allow tenants to return to their units include: life safety, path to egress, etc.
4. In our opinion, the ceiling panels in faulty precast panels are not structural components of the floor panels and may be removed from the precast floor panels during the repairs without compromising their structural integrity and load bearing capacity. Further testing is required to determine a long-term course of action.

We trust that the provided information satisfies your needs. Please call our office if you need any other information.

Yours truly,

WSP Canada Inc.

Branko Kraincanic, P.Eng

Senior Structural Engineer

Branko.Kraincanic@wsp.com

416-640-4877

Cc : CS&P Architects – Maureen O'Shaughnessy
Toronto Community Housing – Noah Slater

Attachments:

- Site Visit Report (May 30, 2022)



June 16, 2022

Attn: Tony D'Amico

District Manager (Acting), Inspection Services
 Toronto and East York District
 95 The Esplanade – Ground Floor
 Toronto, Ontario M5E 2A2
 (416) 338-1215

Dear Mr. D'Amico

**Re: 1 Swansea Mews, Toronto, Ontario
 Toronto Community Housing (TCH)
 Order to Remedy Unsafe Building
 # 22 152852 UNS 00 VI (May 27, 2022)
 Site Visit Report #3**

WSP Building Structures team was retained by CS&P Architects, on behalf of Toronto Community Housing, to investigate the reported collapse of the concrete ceiling in the townhouse complex at 1 Swansea Mews in Toronto. Refer to the attached Site Visit Reports dated May 30, 2022, and Jun 10, 2022 for other detailed observations and recommendations.

Branko Kraincanic, P.Eng (Structural) at WSP visited the site on June 14, 2022. The following is the summary of the observations made by WSP on site.

1. WSP and CS&P entered the following units: #6, #12, #64, #71, #75, #102 and #104, in order to perform the destructive testing of the ceiling panels. The testing involved cutting out a square portion of the ceiling panels (non-structural component) at the ribs of a randomly selected precast floor panel, and removing it from the panel by hitting with a 2lb hammer. If the marked piece of the panel fell off the panel by detaching from the rib of a precast panel, this would indicate that the selected precast panel was not constructed as one monolithic panel and that it's ceiling panel is prone to collapse, similar to the defective panel in Unit #19.
2. WSP and CS&P randomly selected and tested one precast panel at each level in each visited unit. Only one opening was ready for testing in the unit #6 at the Level 1.
3. Testing at selected panels in the units #71, #75, #102 and #104 revealed that the ceiling of the selected precast panels remained firmly attached to the webs of the tested precast panels after being repeatedly hit with the hammer. Other panels in these units were not tested at the time of the review, and WSP cannot ascertain as to the structural integrity of the ceiling portion of those panels.





4. Testing at selected panel at Level 1 in the unit #6 and Level 1 and Level 2 in the units #12 and #64 revealed that the ceiling panel at the selected precast panels was bonded to the webs of the precast panel, similar to the defective panel in Unit #19. The destructive testing has proven that this bond is potentially insufficient to maintain composite structure of the floor panel during exposure to the design loads (gravity and lateral). The tested section of the ceiling detached from the web after application of a moderate force on the tested area by using a 2lb hammer. Other panels in these units were not tested at the time of the review, and WSP cannot ascertain as to the structural integrity of the ceiling portion of those panels.



5. Shoring was present in all visited units, as per WSP's recommendations. All units were vacant during the visit.

Conclusions and recommendations:

1. Based on the information collected during the visits so far, our opinion is that all precast panels in all units were intentionally fabricated by casting the ceiling panel separately from the remaining of the precast panel (the webs and the upper slab). It appears that the ceiling panel was bonded to the webs of the upper portion of the panel by application of a bonding agent. Evidence of what appears to be bonding agent (the white layer between the webs and the ceiling panels) was present in all locations where the tested ceiling panel was detached from the web.
2. Our conclusions after this visit support the findings and recommendations provided in previous site visit reports #1 and #2.

We trust that the provided information satisfies your needs. Please call our office if you need any other information.

Yours truly,

WSP Canada Inc.

Branko Kraincanic, P.Eng
Senior Structural Engineer
Branko.Kraincanic@wsp.com
416-640-4877

Cc : CS&P Architects – Maureen O'Shaughnessy
Toronto Community Housing – Noah Slater
Attachments:

- Site Visit Report #1 (May 30, 2022)
- Site Visit Report # (Jun 10, 2022)



June 18, 2022

Attn: William Johnston
Chief Building Official &
Executive Director
Toronto Building, City Hall
12th Floor, East Tower
100 Queen Street West
Toronto, Ontario M5H 2N2

Dear Mr. Johnston,

**Re: 1 Swansea Mews, Toronto, Ontario
Toronto Community Housing (TCH)
Order to Remedy Unsafe Building :
22 152852 UNS 00 VI (May 27, 2022)
22 160823 00 VI (June 12, 2022)
Emergency Order :
#160825 ECO 00 VI (June 12, 2022)**

WSP Building Structures team was retained by CS&P Architects, on behalf of Toronto Community Housing, to investigate the reported collapse of the concrete ceiling in the townhouse complex at 1 Swansea Mews in Toronto. Refer to the attached Site Visit Reports dated May 30, 2022, Jun 10, 2022 and Jun 16, 2022 for other detailed observations and recommendations. WSP hereby makes the following recommendations:

1. Based on the destructive in-situ testing performed by WSP and CS&P Architects on 21 hollow-core floor panels in 10 units at Swansea Mews, it is our opinion that the bond between the ceiling panels and the rest of the precast panels above cannot be relied on to maintain the composite performance of the hollow-core panels. Furthermore, salvaging the precast hollow-core panels is not a viable option since no repair method would reinstate the original and the intended composite performance, either from the structural or the fire rating aspect.
2. Shoring is being implemented as a temporary measure to allow safe removal of belongings from units. The shoring installation prevents ceiling panels from falling in the event of a failure of the bond between the ceiling panels and the rest of the hollow-core panels. The shoring process, which includes monitoring for asbestos, takes 3 to 4 days per unit. Because of the protection of the hazardous materials required during installation of shoring, the tenants cannot occupy the unit while shoring installation is taking place. Shoring is not a long-term solution; it does not address the underlying structural condition. We do not support shoring with the intent to allow tenants to re-occupy their units.
3. The consulting team sought an opinion from a precast concrete engineering specialist. The specialist's report is attached to this letter.
4. For the reasons explained above, WSP recommends that all residential blocks at Swansea Mews be demolished. The temporary shoring needs to be installed in all units until the units are vacated. The shoring design has been approved by WSP and the installation is ongoing.



We trust that the provided information satisfies your needs. Please call our office if you need any other information.

Yours truly,

WSP Canada Inc.

Branko Kraincanic, P.Eng

Senior Structural Engineer

Branko.Kraincanic@wsp.com

416-640-4877

Cc : CS&P Architects – Maureen O'Shaughnessy
Toronto Community Housing – Noah Slater

Attachments:

- Site Visit Report #1 (May 30, 2022)
- Site Visit Report # 2 (Jun 12, 2022)
- Site Visit Report # 3 (Jun 16, 2022)
- Precast Engineering Report (Jovo Mitrovich, P.Eng)



**Precast
Design
Solutions Inc.**

7777 Keele Street
suite #218
Concord
Ontario
Canada
L4K 1Y7

tel: (905) 761 7991 • fax: (905) 761 7994 • email: pdsolutions@rogers.com

To: CS & P Architects

June 18, 2022.

Phone: (416) 482.5002
e-mail: vperalto@ccsparch.com

Att'n: Mr. Victor Peralto

RE: Swansea Mews, Toronto, ON.

Dear Victor,

As per your request, we visited the building complex at the "Swansea Mews" location and observed precast concrete floor slabs used on these buildings. The initial problem was reported that bottom portion of the core slabs separated from the webs and fell on the floor below.

The core slabs used and observed are precast prestressed slabs 1220 mm wide with 4 webs and three hollow rectangular sections formed in between the webs. It is common feature for this type of slabs to be produced by dry cast extrusion process where the hollow cores are formed in the process and whole section is cast in one pass of the extruding machine.

Based on partial and limited sample observation performed on these buildings, it is our belief that the extrusion process was not employed for production of these particular hollow core slabs. It appears that the production process was consisting of two stage cast, bottom slab was poured first, then the void forms were placed and the rest of concrete was added including the web sections and top slab section. The amount of prestressing tendons used in these slabs was not confirmed during observation process.

Based on six or seven locations observed where destructive methods were used to open cores below the webs, two of these locations have clear indication of bottom slab portion separating from the webs; the other locations suggest rather monolithic composition of bottom slab and webs. It should be noted that the bottom slab is about 35 mm thick and center of the prestressing strands is about 45 mm off the bottom of slab, meaning they are placed in the webs section.

Based on the observation and not knowing the production process used at the time, we believe that the reasons for the observed separation at some location lies in the manufacturing process and too much time that lapsed between bottom slab pour and upper section pour. That would allow first layer of concrete to dry (particularly if the concrete consistency was a little on a "slumpy" side) before the upper section of concrete was added and creating "cold joint" in a process between the webs and bottom slab. That initial bond loss coupled with prestressing force transfer through the interface and continuous deflections of these slender concrete slabs, resulted in a failure of bottom section eventually.

As we believe that the main issue for this behavior of precast slabs lies in the manufacturing process, it is hard to identify where it would be present as it can be so random in nature. The future failures can occur in the same random mode that cannot be detected and repaired with any available tools and processes.

Reattaching the bottom slab section to the remainder of the slab where the bond was lost as part of a repair solution would not be possible as the slab would have to be attached into the webs where the prestressing tendons are placed just now. Leaving the condition as is is not acceptable either since the bond loss would effectively reduce the structural section of the slab and therefore reduce the capacity of the slab to carry the loads. Furthermore, if the bottom slab failure in a similar manner as it has occurred exposes the prestressing tendons, that would present the immediate structural dangerous condition as the bond between the prestressing tendons and concrete is essential for the structural system to function as designed.

We want to point out that the unit where the initial failure occurred was not available for the observation and no conclusions could be drawn based on failure that occurred naturally.

Based on the presented findings, we cannot suggest that the building floors would be safe for occupants due to the random nature of potential future problems.

Should you have any questions in regard to the above matter do not hesitate to contact our office at your earliest convenience.

Yours truly,
Jovo Mitrovic, P. Eng.
President



THIS IS EXHIBIT “M”
TO THE AFFIDAVIT OF RICHARD GROTSCH
SWORN Remotely by Katie Douglas
at the City of Toronto, in the Province of Ontario
before me on June 30, 2022,
in accordance With O. Reg. 431/20.
Administering Oath or Declaration Remotely.

Katie Douglas

KATIE DOUGLAS
Commissioner for Taking Affidavits.

Toronto Community Housing
Relocation and Affordable Rental Office
Toronto, ON M5A 0R5
Tel: 416-981-4771
Email: RelocationRP@torontohousing.ca



SWANSEA MEWS: RELOCATION AGREEMENT

OPTION 1 - FOR TENANTS MOVING TO RELOCATION UNITS OWNED BY TORONTO COMMUNITY HOUSING

I. DEFINITIONS

“**Accessibility for Ontarians with Disabilities Act**” is the *Accessibility for Ontarians with Disabilities Act, 2005*, SO 2005, c 11 [as amended].

“**Adult**” is any person who is 16 years of age or older.

“**CBO**” is the Chief Building Official for the City of Toronto.

“**CBO Order**” is the June 12, 2022 order of the CBO prohibiting occupancy of Swansea Mews immediately as a result of the unsafe conditions discovered.

“**Current Unit**” is the unit where You live at the date of this Relocation Agreement.

“**Demolition**” is the demolition of all residential units and the full residential complex at Swansea Mews.

“**Good Standing**” to be in Good Standing You cannot owe money to Toronto Community Housing in relation to a current or former Toronto Community Housing tenancy, or, if You do owe money, You must have entered into a repayment agreement with Toronto Community Housing and You must be in compliance with that agreement, and Toronto Community Housing cannot be taking legal action against You for any other reason.

“**Household**” is all the persons who live with You and who You are required to declare to be living with You in accordance with the *Housing Services Act*, the *Residential Tenancies Act* or any other relevant laws.

“Housing Services Act” is the *Housing Services Act, 2011*, SO 2011, c 6 Schedule 1 [as amended].

“Human Rights Code” is the *Human Rights Code*, RSO 1990, c H19 [as amended].

“Market” means the standard residential market rental rates established by Toronto Community Housing.

“Market Tenant” is a Tenant of Toronto Community Housing who is paying Market Rent.

“Refurbishment” is the long-term large scale repair and renovation project planned to commence at Swansea Mews in 2023 that is anticipated to include demolition of the interior of the units, replacement of the interiors of units, and capital repairs to the common areas of the residential complex.

“Relocation Agreement” is this document.

“Relocation Office” is the Relocation and Affordable Rental Office currently located at 114 River Street in Toronto, Ontario.

“Relocation Unit” is a residential unit owned by Toronto Community Housing that You will move to during the Repairs, until your Current Unit is available for You to return to (subject to certain terms and conditions). The Relocation Office maintains the list of Relocation Units.

“Repairs” means the repairs to Swansea Mews ordered by the CBO.

“Residential Tenancies Act” means the *Residential Tenancies Act, 2006*, SO 2006, c 17 [as amended].

“Revitalization Unit” is a new unit that would be constructed at Swansea Mews to replace the current units if a Demolition occurs.

“RGI” means rent-geared-to-income in accordance with the *Housing Services Act*.

“**RGI Tenant**” is a tenant of Toronto Community Housing whose Household is eligible for RGI, who is currently being charged RGI, or who was being charged RGI and has been paying the equivalent of the Market rate for less than 24 months due to an increase in Household Income.

“**Swansea Mews**” for the purposes of this Relocation Agreement means all units and the full residential complex at the address municipally known as 21 Windermere Avenue in Toronto, Ontario, also known as the “Swansea Mews” development or the “Queensway Windermere” development and includes units 1 through 154.

“**Time of Return**” is when You are advised by Toronto Community Housing that your Current Unit is available for your Household to return to, subject to the terms of this Relocation Agreement or if a Demolition occurs, the Time of Return is when You are advised by Toronto Community Housing that a Revitalization Unit is available for your Household to return to, subject to the terms of this Relocation Agreement.

“**Toronto Community Housing**” is Toronto Community Housing Corporation, or its successors, or assigns.

“**Utility Charges**” may include, for example, charges for electricity, water, heat, or gas but does not include charges for television, telephone, internet, or other similar charges.

“**You**” means all Adult members of your Household who are tenants of Toronto Community Housing at Swansea Mews who wish to enter into a residential tenancy with Toronto Community Housing for a Relocation Unit.

II. BACKGROUND

Structural Failure& Repairs

One of the residential units at Swansea Mews experienced a structural failure in part of the ceiling in the early morning hours of May 27, 2022. This caused a large concrete panel to fall through the ceiling and hurt someone. Immediately after the failure, Toronto Community Housing hired engineers to determine:

- the cause of the failure,
- whether any other panels were at risk of failure, and

- what steps could be taken to ensure that all occupants at Swansea Mews were safe.

Toronto Community Housing also contacted the City of Toronto's building officials. As Toronto Community Housing was worried that the same failure could happen while the matter was being investigated, it immediately began offering to move tenants to temporary accommodation in hotels and dormitories on a voluntary basis until the scope of the problem could be identified.

Toronto Community Housing has been in regular communication with our engineers and the City of Toronto throughout this process. The engineers have advised that the cause of the failure stems from a flaw in the original construction of the building in the 1970's (when the property was owned by the Ontario Housing Corporation). The engineers advised the flaw was not visible which resulted in the panel failing suddenly and without warning. The engineers did Electromagnetic Scanning and Destructive Testing (breaking into the ceiling to assess the ceiling parts) in a number of units. That testing has revealed that the flaw cannot be accurately identified without Destructive Testing. This means that other panels in the residential complex could be at risk of failing without warning. Given the seriousness and unpredictability of the flaw, on the evening of June 12, 2022 the City of Toronto's Chief Building Official (CBO) ordered that occupancy of the residential units in the entire residential complex is prohibited effective immediately until the defect can be fixed. This means that all households must leave Swansea Mews until the defect can be repaired.

The engineers have not yet told us what Repairs are required to fix the problem so we do not know how long it will take to fix, and when tenants will be able to return to their Current Units.

Refurbishment

Toronto Community Housing had already been planning to do a large scale Refurbishment of the Swansea Mews residential complex. That project is planned to start at the end of 2023. The Repairs and the Refurbishment are not the same projects. Toronto Community Housing is hopeful that the Structural Failure can be remedied with Repairs before the Refurbishment begins. We will not know whether this

is possible and if tenants can return home before moving again, or whether the two projects will overlap until our engineers tell us what the scope of the Repairs will be.

Demolition

Currently Toronto Community Housing is planning on Repairs and a Refurbishment – not a Demolition. If, however, engineers find that the scope of the problem is more significant than anticipated, Toronto Community Housing may need to go ahead with a Demolition.

III. OPTIONS FOR MOVING DURING THE REPAIRS

Tenants of Swansea Mews who must move because of the Repairs are being given two options to relocate during the Repairs.

Option 1 – Moving to a Toronto Community Housing Relocation Unit.

Option 1 gives tenants of Swansea Mews who must relocate the opportunity to move to a Toronto Community Housing owned Relocation Unit during the Repairs and the right to return to their Current Unit at Swansea Mews when the Repairs are completed, should they wish to return, and provided that certain terms are met.

Option 2 – Moving Away from Toronto Community Housing

Option 2 gives tenants of Swansea Mews who must relocate the opportunity to terminate their tenancy with Toronto Community Housing and move away from Swansea Mews to a property not owned by Toronto Community Housing. Tenants who move to a property not owned by Toronto Community Housing (or to another Toronto Community Housing unit that is not a Relocation Unit) will lose their RGI status while they are not living in their Current Unit. If You move away from Toronto Community Housing, You will have the option to return to your Current Unit at Swansea Mews provided the residential complex is not subject to a Demolition. If the residential complex is demolished and You have moved away from Toronto Community Housing to housing not owned by Toronto Community Housing, You will not have the right to return.

Toronto Community Housing will provide tenants who exercise the option to move away from Toronto Community Housing on a permanent basis (where they advise they do not

wish to return to Swansea Mews at all - even when the Repairs and Refurbishment are complete), a one-time \$670.00 payment (one payment per Household) to help them with their new, non-RGI living arrangements provided they exercise this in accordance with the applicable rules.

You have chosen Option 1 – Moving to a Relocation Unit owned by Toronto Community Housing.

IV. RELOCATION AGREEMENT – MOVING TO A RELOCATION UNIT OWNED BY TORONTO COMMUNITY HOUSING

(1) Purpose

The purpose of this Relocation Agreement is to outline your rights and obligations, confirm your Moving Date and acceptance of a Relocation Unit, and describe the terms under which You can return to your Current Unit once the Repairs are complete.

(2) Parties

This Relocation Agreement is between You and Toronto Community Housing.

(3) Terminating Tenancy at Current Unit

By signing this Relocation Agreement, You are agreeing to terminate your tenancy for your Current Unit on or before the date specified as the Moving Date in clause 15 of this Relocation Agreement pursuant to the *Residential Tenancies Act*. You must terminate your tenancy for your Current Unit in order to sign a lease and create a residential tenancy with Toronto Community Housing for a Relocation Unit. You must move to the Relocation Unit by the date specified as the Moving Date in clause 15 of this Relocation Agreement.

(4) Independent Legal Advice

You have the right to seek independent legal advice prior to signing this contract. By signing this Relocation Agreement You agree that You have been given the opportunity to seek independent legal advice, and You have either sought independent legal advice or are waiving your right to do so.

(5) Your Relocation Unit

During the time required for the Repairs, You will transfer to a Relocation Unit. You have been contacted by the Relocation Office and have agreed to move into the

Relocation Unit at the address set out in clause 15 of this Relocation Agreement until the Time of Return.

(7) Transfer to a Relocation Unit

You agree that:

- a. at the time of this Relocation Agreement up to the Moving Date You are a current Tenant of Toronto Community Housing living at Swansea Mews;
- b. at the time of this Relocation Agreement up to and including the Moving Date, your account is in Good Standing with Toronto Community Housing;
- c. every member of your Household will move out of your Current Unit and into the Relocation Unit on the Moving Date as set out in clause 15 of this Relocation Agreement;
- d. if You are an RGI Tenant prior to your move to a Relocation Unit, you continue to be an RGI Tenant throughout the Repairs and You continue to be an RGI Tenant at the Time of Return, You must provide Toronto Community Housing with accurate and complete information regarding your Household income, property holdings and household composition and You must notify Toronto Community Housing of any changes in your Household composition within 30 days of any change;
- e. at the time of this Relocation Agreement and throughout your occupancy of the Relocation Unit You must be housed in a Relocation Unit that has the appropriate allocation of bedrooms to occupants in accordance with the *Housing Services Act*, municipal standards, and applicable City Guidelines.
- f. at the time of this Relocation Agreement up to and including the Moving Date, no legal proceedings have been commenced against You to terminate your right to occupy your Current Unit with Toronto Community Housing;
- g. at the Time of Return You are still housed in the Relocation Unit and no legal proceedings have been commenced against You in relation to that tenancy;

- h. at the Time of Return your account is in Good Standing with Toronto Community Housing;
- i. at the Moving Date to your Relocation Unit, You have left your Current Unit in good condition including leaving all major appliances (including the fridge and stove) in good condition, and at the Time of Return, You have left the Relocation Unit in good condition including leaving all major appliances (including the fridge and stove) in good condition; and
- j. You will allow Toronto Community Housing access to your Current Unit to inspect and treat for pests if necessary (as determined by Toronto Community Housing in its sole discretion) prior to moving to the Relocation Unit, and You will allow Toronto Community Housing access to your Relocation Unit to treat for pests prior to moving back to your Current Unit at the Time of Return.

In exchange for the above terms, Toronto Community Housing agrees that:

- k. Toronto Community Housing will either (at Toronto Community Housing's discretion) provide packing materials or pay the costs of packing materials such as boxes and tape in accordance with the size of your Household;
- l. Toronto Community Housing will either (at Toronto Community Housing's discretion) provide the services of a moving company or pay the costs of a moving company to move your packed belongings from your Current Unit to your Relocation Unit and from your Relocation Unit back to your Current Unit at the Time of Return if You choose to return, except that Toronto Community Housing will not pay for or move pets - You will be responsible for moving pets on your own. Toronto Community Housing will cover the cost of one large moving truck making one trip;
- m. Toronto Community Housing will either (at Toronto Community Housing's discretion) provide insurance or pay for insurance during the moving process from your Current Unit to your Relocation Unit and from your Relocation Unit back to your Current Unit at the Time of Return if You choose to return, in case of damage to major furniture items during the moves, except for rare objects, works

of art, antiques or other objects that require additional insurance premiums. It is your responsibility to disclose such items to Toronto Community Housing in advance to see if your items will be insured;

- n. given the risks posed by your Current Unit, and that personal protective equipment (PPE) you may need wear to pack your belongings on site, if You request packing services for your move from your Current Unit to your Relocation Unit, Toronto Community Housing will either (at Toronto Community Housing's discretion) provide packing services or pay for the services of a moving company to provide packing services for your belongings at your Current Unit without the need for medical documentation from You; if You require accommodation in that no one in your Household is physically capable of packing and unpacking (for example if your Household members are physically disabled, pregnant, etc.) Toronto Community Housing will either (at Toronto Community Housing's discretion) provide packing and unpacking services or pay for the services of a moving company to assist with or perform these activities for your move from your Current Unit to the Relocation Unit and from your Relocation Unit back to your Current Unit at the Time of Return if You choose to return (note that Toronto Community Housing will require medical documentation to show You are unable to pack and unpack on your own);
- o. any property left in the Current Unit after the Moving Date to the Relocation Unit and any property left in the Relocation Unit after the moving date from your Relocation Unit back to your Current Unit at the Time of Return is deemed to be abandoned as of 4:00 p.m. on the second calendar day after the applicable move and shall be disposed of by Toronto Community Housing without any reimbursement or other payment to You. For clarity in counting days, the day of the move is not counted. If Toronto Community Housing is required to dispose of abandoned property in either your Current Unit or Relocation Unit, Toronto Community Housing may charge You the costs it incurs to dispose of these materials;
- p. Toronto Community Housing will reimburse You for the costs of disconnecting and reconnecting your telephone, fax, cable television, and/or internet as

applicable for your move from your Current Unit to the Relocation Unit and from your Relocation Unit back to your Current at the Time of Return if You choose to return on the condition that proof of payment is submitted within 90 days of the applicable move. Toronto Community Housing may also require proof from You that You were receiving the relevant services in the period shortly before your move. For clarity, if You did not have the service at your Current Unit, Toronto Community Housing will not pay for a new connection at your Relocation Unit and if You did not have the service at your Relocation Unit, Toronto Community Housing will not pay for a new connection when you return to your Current Unit. Note that satellite dishes are not permitted on Toronto Community Housing buildings and no funds will be available for disconnecting and reconnecting a satellite dish;

- q. Toronto Community Housing will reimburse You for the costs of four months' worth of Canada Post regular mail forwarding from your Current Unit to the Relocation Unit and from your Relocation Unit back to your Current Unit at the Time of Return on the condition that proof of payment is submitted within 90 days of the applicable move and on the condition that Canada Post is providing regular mail service and regular mail forwarding service at the time of the applicable move; and
- r. Toronto Community Housing will reimburse You for costs up to a total of \$50.00 for changing your address on official Canadian documents (such as vehicle registration or driver's licenses) from your Current Unit to the Relocation Unit and from your Relocation Unit back to your Current Unit at the Time of Return on the condition that proof of payment is submitted within 90 days of the applicable move.
- s. If You have accepted a Relocation Unit, but fail to fulfill the conditions contained in this Relocation Agreement prior to moving to the Relocation Unit, the offer of a Relocation Unit is withdrawn and your tenancy will be terminated in accordance with statutory processes.

- t. Toronto Community Housing is committed to accommodation in accordance with the *Human Rights Code* and the *Accessibility for Ontarians with Disabilities Act*. If You require accommodation during the relocation process, please contact the Relocation Office to let them know. Toronto Community Housing Staff will make a note of your request and ensure that assistance is available to You at the applicable time.
- u. If You or any member of your Household requires accessibility modifications, You must notify your Tenant Services Coordinator for the Relocation Unit and provide appropriate medical documentation as soon as possible after signing this Relocation Agreement.
- v. Note that You are only entitled to return to your Current Unit at the Time of Return, regardless of whether your Household membership changes during the Repairs. You cannot split your Household and try to claim more than one unit.

(8) Right to Return to Swansea Mews

a. Returning to your Current Unit

Notwithstanding anything in this Relocation Agreement, your right to move to a Relocation Unit and back to your Current Unit is subject to Toronto Community Housing's ability to complete the Repairs. Notwithstanding anything in this agreement, if, for any reason, the Repairs do not proceed as planned:

- You may stay in the Relocation Unit on the terms set out in the lease for that unit and the *Residential Tenancies Act*- so long as you are in compliance with all social housing rules (e.g. if You are an RGI tenant and have too many bedrooms for the number of people living with You, You will be required to move in accordance with social housing rules) and so long as your Relocation Unit is not subject to demolition, conversion or repairs as part of another project; or
- if Swansea Mews is subject to Demolition and Revitalization Units are built to replace all current units, You will have the right to return to one Revitalization Unit. If a Demolition Occurs You will be provided the moving assistance in clauses 7 k to v of this Relocation Agreement for your move to back to the

Revitalization Unit (instead of back to your Current Unit) on the same terms and conditions as set out in clauses 7 d to j of this Relocation Agreement and as otherwise set out in this Relocation Agreement. Notwithstanding anything in this agreement, if there is a Demolition, your Household will only be eligible to return to a Revitalization Unit that has the correct number of bedrooms to persons in accordance with the City of Toronto's social housing Local Occupancy Standards. You cannot be over-housed in a Revitalization Unit.

If the Repairs are completed prior to the commencement of the relocation for the Refurbishment, You may choose to:

- return to your Current Unit and then relocate again as part of the Refurbishment project; or
- wait to return until after the Refurbishment is complete.

If the Repairs cannot be completed prior to the commencement of the relocation for the Refurbishment, You understand that the Time of Return may occur once both the Repairs and Refurbishment are complete such that You may be required to remain in your Relocation Unit until the Refurbishment is complete.

If You remain in your Relocation Unit while the Refurbishment work is carried out, You will have the right to return to your Current Unit on the terms and conditions set out in this Relocation Agreement so long as the Refurbishment is completed as planned.

Subject to the above, You will be offered the opportunity to return to your Current Unit at the Time of Return.

Overhoused Households

If You are an RGI tenant and your Current Unit has too many bedrooms for the number of people that make up your Household at the Time of Return:

- You may stay in your Relocation Unit; or
- You may return to your Current Unit.

If you have too many bedrooms for the number of people living in your Household at the Time of Return, Toronto Community Housing will immediately begin the process to transfer You to a correctly sized unit per the over-housed procedures in Toronto Community Housing's Transfer Policy. If, at that time, You do not follow the process to move to a correctly sized unit in accordance with Toronto Community Housing's Transfer Policy, You will lose your RGI Subsidy.

Notifying Toronto Community Housing of your intent to return

At the Time of Return You must notify Toronto Community Housing when it contacts You regarding the availability of your Current Unit, of your intention return to your Current Unit by the established deadline. Failure to respond or advise Toronto Community Housing of your intention to return to your Current Unit within the established timeframes will result in You losing your right to return to your Current Unit.

You will have the right to move back to your Current Unit unless You decline the right, or You fail to take the steps listed above within the established timelines, or as otherwise set out in this Relocation Agreement.

You must notify Toronto Community Housing of any new contact information within 14 days of the change.

In order to return to your Current Unit, You must terminate your lease agreement with Toronto Community Housing for the Relocation Unit.

You will need to sign a new lease for your Current Unit prior to moving back to your Current Unit.

b. Returning to a Revitalization Unit if Demolition Occurs

Notwithstanding anything in this Relocation Agreement, if a Demolition occurs but a Revitalization Unit is not built and ready for your Occupancy by any deadline specified in a section 37 agreement executed with the City of Toronto for Swansea Mews, You will lose the right to return to a Revitalization Unit.

If a Demolition occurs, at the Time of Return You must notify Toronto Community Housing when it contacts You regarding the availability of a Revitalization Unit, of your intention return to a Revitalization Unit by the established deadline. Failure to respond

or advise Toronto Community Housing of your intention to return to a Revitalization Unit within the established timeframes will result in You losing your right to return to a Revitalization Unit. Failure to participate with the selection process established by Toronto Community Housing for returns to Revitalization Units will result in You losing your right to return to a Revitalization Unit.

If a Demolition occurs, at the Time of Return, You will have the right to move back to a Revitalization Unit unless You decline the right, or You fail to take the steps listed above within the established timelines, or as otherwise set out in this Relocation Agreement.

You must notify Toronto Community Housing of any new contact information within 14 days of the change.

In order to return to a Revitalization Unit, You must terminate your lease agreement with Toronto Community Housing for the Relocation Unit.

You will need to sign a new lease for your Revitalization Unit prior to moving back to Swansea Mews.

(9) Rent Payment

Rent charges may be different in the unit You have selected as a Relocation Unit than in your Current Unit. If You are an RGI Tenant, You will be required to sign Toronto Community Housing's standard RGI lease for the Relocation Unit. Your rent will continue to be based on your total reported income in accordance with the *Housing Services Act*, and City of Toronto local rules and guidelines.

If You are a Market Tenant, then You will be required to sign Toronto Community Housing's standard Market Rent lease for the Relocation Unit. Please note that the Market Rents for units are different across Toronto Community Housing's portfolio. This means that the rent for your Relocation Unit may be higher or lower than the Market Rent you pay now for your Current Unit. You can ask the Relocation Office about the Market Rent for the Relocation Unit at any time before You sign your lease for the Relocation Unit.

If You are an RGI Tenant and your income increases during your tenancy at the Relocation Unit, such that You no longer qualify for RGI, You will still have the opportunity to return to your Current Unit at the Time of Return.

(10) Utility Charges

Different units have different utilities. Some have en-suite washing machines, some have en-suite dryers, some have other services. Where Toronto Community Housing provides these services, the Utility Charge is included in the rent that the tenant must pay. The Utility Charge is based on the utilities that come with the unit. If the utilities in your Relocation Unit are different from the ones You have at your Current Unit, your Utility Charge will change to cover the increase or decrease in the utilities provided by Toronto Community Housing. Note that there are some special rules for those whose incomes are low enough that they pay the lowest allowable subsidized rent – known as “Minimum Rent”.

Tenants will need to pay utility providers directly for those utilities that Toronto Community Housing does not supply.

Some of the Relocation Units have no Utility Charge. This is because the cost of all utilities must be paid by the tenant directly to the utility provider. These utility fees can be a lot higher than the standard Utility Charge that tenants pay when Toronto Community Housing provides the service.

The lease for your Relocation Unit will specify what utilities are provided by Toronto Community Housing.

You can also ask the Relocation Office about Utility Charges for the Relocation Unit at any time before You sign your lease for the Relocation Unit.

(11) Parking and Laundry

Different units have different arrangements for vehicle parking. Access to parking will be determined by the availability of parking spaces at the Toronto Community Housing building/community You have selected for your Relocation Unit. Parking will be provided if there are available spaces; You are not guaranteed parking. Unless there are extra parking spots left over, Toronto Community Housing will offer only one parking

spot per Household if any are available. In most communities You will be required to pay for a parking space or a driveway charge if you require parking for your vehicle. If your Relocation Unit has a private driveway, you will need to pay a driveway charge even if you do not have a motor-vehicle.

Different units have different arrangements for laundry. In some communities, laundry may be provided inside the unit but You will be required to provide your own laundry machines. In other communities, laundry is located outside the unit in a common laundry room. Laundry machines located in a common room outside the unit are pay per use. If private laundry machines are provided for you in your Relocation Unit, additional charges will apply as part of your rent. Tenants who had purchased their own laundry machines for their Current Units are not permitted to take their own laundry equipment to most Toronto Community Housing Relocation Units.

You can ask the Relocation Office about parking and laundry arrangements for the Relocation Unit at any time before You sign your lease for the Relocation Unit.

(12) Force Majeure

Neither You nor Toronto Community Housing will be responsible for damage or loss caused by delay or failure to perform under the terms of this Relocation Agreement resulting from matters beyond the control of either party, including strike, lockout or any other action arising from a labour dispute, fire, flood, plague (including, but not limited to, the COVID-19 Pandemic), act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

(13) Laws

All laws referred to in this Relocation Agreement are all federal, provincial, and municipal laws of Toronto, Ontario, Canada, unless otherwise stated.

If there is any conflict between this Relocation Agreement and any applicable laws, the law takes precedence.

(14) Entire Agreement

This document is the entire Relocation Agreement. This document cannot be amended without an agreement in writing between all parties.

Tenant Signature
Print Name: _____

Phone: _____

Tenant Signature
Print Name: _____

Phone: _____

Tenant Signature
Print Name: _____

Phone: _____

CITY OF TORONTO *et al.*
Applicants

**TORONTO COMMUNITY
HOUSING CORPORATION**
Respondent

and

Court File No: CV-22-00683263-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at **TORONTO**

**RESPONDING APPLICATION
RECORD OF TORONTO COMMUNITY
HOUSING CORPORATION**

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