

**Halifax and West Community Council**  
**August 7, 2013**

**TO:** Chair and Members of Halifax and West Community Council

**SUBMITTED BY:** Original Signed  
\_\_\_\_\_  
Brad Anguish, Director, Community & Recreation Services

**DATE:** July 23, 2013

**SUBJECT:** **Case 18536 – Expansion of Non-conforming Residential Building –  
2138-2140 Connaught Avenue, Halifax**

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**ORIGIN**

Application by Catherine Stevens Doane

**LEGISLATIVE AUTHORITY**

*HRM Charter*; Part VIII, Planning & Development

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Move Notice of Motion to consider approval of the proposed development agreement presented in Attachment A to expand the existing non-conforming residential building at 2138-40 Connaught Avenue, Halifax, and schedule a Public Hearing;
2. Approve the proposed development agreement, as presented in Attachment A; and
3. Require that the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner(s), from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

An application has been submitted by Catherine Stevens Doane, on behalf of James and Rosemarie Drummond, to expand an existing three-storey duplex on 2138-2140 Connaught Avenue, Halifax, by including a second dormer on the north side of the building. The two units within the building constitute a non-conforming use of land and the Halifax Peninsula Land Use By-law (LUB) prohibits such uses from expanding within an attic when it results in additional habitable space. As the proposed expansion would result in an increased Gross Floor Area Ratio (GFAR), the applicants have requested consideration of the proposed expansion through the development agreement process.

### **Location, Zoning, Designation and Surrounding Uses:**

The subject property is:

- located on the western side of Connaught Avenue, in a predominantly residential neighbourhood with low to medium density housing (Map 2);
- approximately 608.5 square metres (6,650 square feet) in area;
- designated Residential Environments under the Halifax Municipal Planning Strategy (MPS) (Map 1); and
- zoned R-1 (Single Family Dwelling) under the Halifax Peninsula Land Use By-law (LUB) (Map 2).

### **Proposal**

The applicants are currently undergoing the first phase of renovations, which consists of restoring the existing two floors and the exterior of the building, and the construction of a new dormer on the north-east roof over the attic stairs. It was determined that the first dormer does not create any habitable space due to its location above the staircase well. Therefore, the applicant was issued a Development Permit in June of 2013 as it was permitted under the provisions of the LUB.

Further, the applicants are requesting the ability to proceed with the second phase of the renovations, which involves the construction of a second dormer on the south west roof and associated interior renovations at the attic level. The proposal also requests the ability to use the floor area within the proposed dormer as habitable space in order to re-organize the second unit and, in turn, provide a larger sized unit for the homeowner's occupancy. The applicant is requesting to increase the existing Gross Floor Area Ratio (GFAR) by 257 square feet for a total GFAR of 4,300 square feet. No additional units will be created through the process.

### **Non-Conforming Land Use**

Municipal records indicate that the existing duplex has occupied the subject property since the 1950s. Based on the size of the subject property, the R-1 Zone would limit development on the site to a single unit dwelling. Although a two-unit residential building is not permitted under current zoning provisions on the subject property, the second unit pre-dates the effective date of the LUB and is considered, therefore, a non-conforming use of land.

### **Land Use Provisions**

The LUB allows for the volume of a building containing a non-conforming use to expand. However, expansions are limited to roof pitch alterations; provided that the roof is no taller than six feet and the additional attic space is not used as habitable space.

Community Council should note that although the existing non-conforming use on the subject property is a duplex dwelling, the proposal is reviewed against the requirements of the current R-1 Zone.

### **Enabling Policies**

Implementation Policy 3.14 of the Halifax MPS enables Community Council to consider the following by development agreement:

- Allow a non-conforming use to be changed to another less intensive non-conforming use; or
- Allow a structure in which a non-conforming use is located to be altered or expanded.

In this case, the request is to expand the building in which a non-conforming land use is located.

### **DISCUSSION**

Staff has reviewed the proposal relative to all relevant policies and have determined that the proposed development is consistent with the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies. The following issues have been identified for more detailed discussion.

#### **Building Design**

The MPS requires consideration be given to architectural design for expansions of a building containing a non-conforming use. The intent of this objective is to provide a building design that is complementary with the fabric of the neighbourhood. In this case, buildings in the neighbourhood are generally two storeys in height with flat roof forms, or three storeys with pitched roof forms. Council should note that many pitched roof forms also incorporate dormer windows.

The proposed development agreement requires that dormer windows be located within the peaked roof form. Further, to ensure the building's appearance is complementary to the fabric of the neighbourhood, the proposed agreement requires wooden siding and wooden window frame and trim, which is consistent with other buildings in the area. The proposed development agreement also requires the building to maintain its existing shape and design in order to retain and rehabilitate existing housing stock.

#### **Building Height**

The MPS's objective is to maintain the subject area as a predominantly medium to low-rise residential neighbourhood. To reinforce this objective, the LUB sets out a 35-foot height restriction in more of the residential areas within the Peninsula, including the subject property and surrounding properties. The proposed development agreement ensures the increase in height to the existing building will not contravene the 35-foot height restriction.

### **GFAR Requirements**

The proposed development meets all the requirements of the R-1 Zone with the exception of the Gross Floor Area Ratio (GFAR) requirements. The building has an existing total of 4,043 square feet in GFAR. Staff believe that the proposed 257 square feet increase in GFAR is minimal and does not anticipate the proposed addition will have any adverse effects on the surrounding residential neighbourhood.

### **Conclusion**

The construction of the proposed dormer within the pitched roof that includes habitable space requires Council's approval of a development agreement. The development agreement process provides an opportunity to require site improvements, retain housing stock, and ensure a building design that is complementary to the fabric of the neighbourhood. The proposed development agreement is consistent with the intent of the MPS. Therefore, staff recommends that Halifax and West Community Council approve the proposed development agreement as set out in Attachment A.

### **FINANCIAL IMPLICATIONS**

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved budget with existing resources.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. As the effects of this application are considered minor, a Public Information Meeting (PIM) was deemed unnecessary and was waived in consultation with the area Councillor.

A Public Hearing must be held by Halifax and West Community Council before they can consider approval of the proposed development agreement. Should Halifax and West Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area, as shown on Map 2, will be notified of the hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

The proposed development agreement will potentially impact the following stakeholders: local residents, property owners, and community or neighbourhood organizations.

### **ENVIRONMENTAL IMPLICATIONS**

There are no environmental implications associated with this proposal.

**ALTERNATIVES**

1. Council may choose to approve the proposed development agreement, as contained in Attachment A of this report. This is the staff recommendation. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Council may choose to refuse to approve the development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. This is not recommended for the reasons discussed above. A decision of Council to reject this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
3. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require an additional public hearing.

**ATTACHMENTS**

Map 1	Generalized Future Land Use
Map 2	Zoning and Notification
Attachment A	Proposed Development Agreement
Attachment B	Review of Relevant Halifax Municipal Planning Strategy (MPS) Policies
Attachment C	Excerpt from the Halifax Peninsula Land Use By-law (LUB)

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A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Dali H. Salih, Planner, Development Approvals, 490-1948

Original Signed

Report Approved by:

 Kelly Dent, Manager of Development Approvals, 490-4800


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**Map 1 - Generalized Future Land Use**

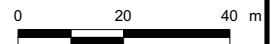
2138-2140 Connaught Avenue  
Halifax



 Area of proposed development agreement

**Designation**

RES Residential Environments  
LDR Low Density Residential

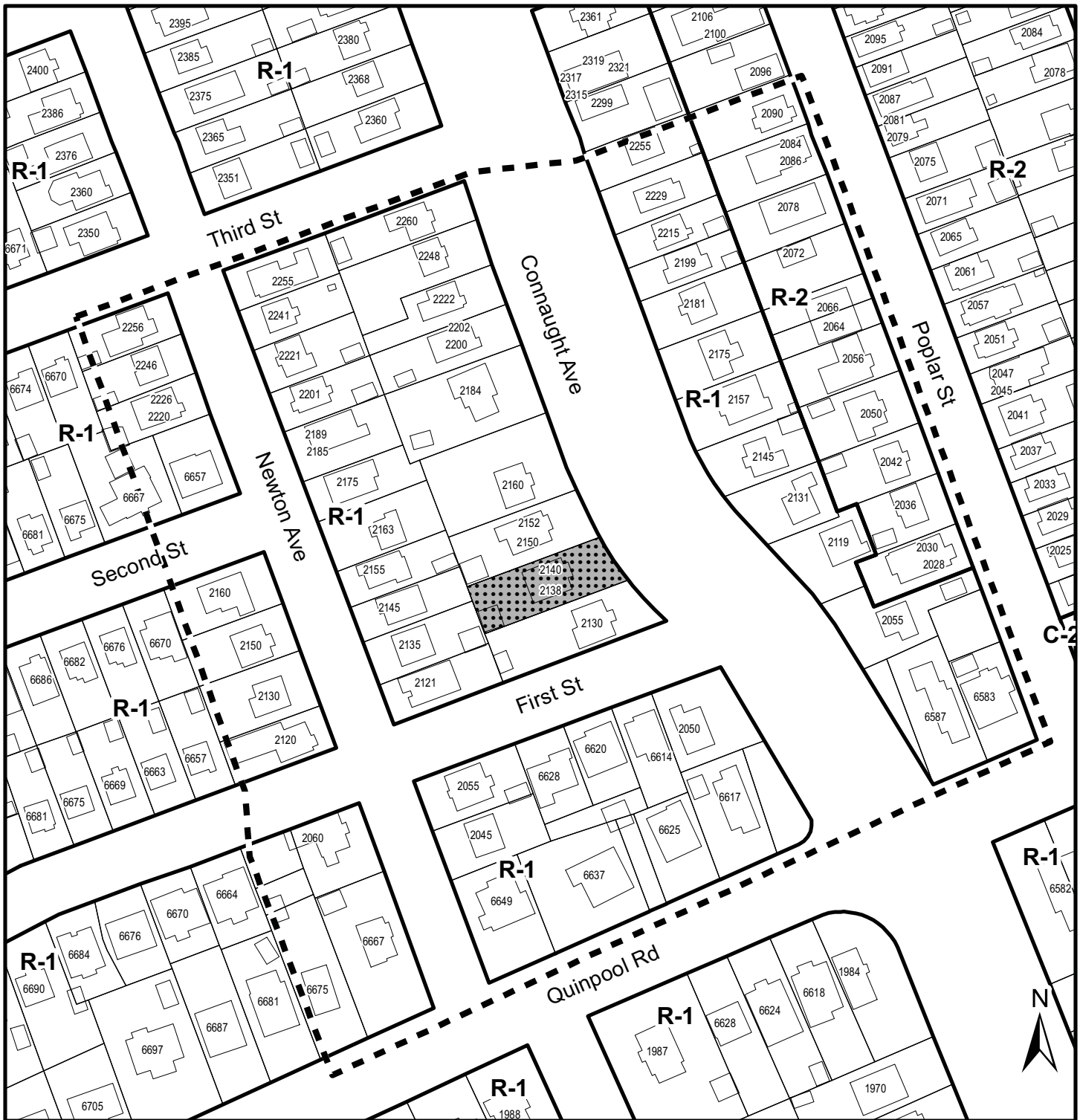


This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

HRM does not guarantee the accuracy of any representation on this plan.

Halifax Peninsula





**Map 2 - Zoning and Notification**

2138-2140 Connaught Avenue  
Halifax



Area of proposed development agreement

Area of notification

**Zone**  
R-1 Single Family  
R-2 General Residential



Halifax Peninsula  
Land Use By-Law Area

This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

HRM does not guarantee the accuracy of any representation on this plan.

**ATTACHMENT A:**  
**Proposed Development Agreement**

THIS AGREEMENT made this      day of **[Insert Month]**, 20\_\_,

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**  
a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**  
a municipal body corporate, in the Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 60 Scotch Pine Terrace, Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for an increase in the volume of a structure containing a non-conforming two (2) unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Implementation Policy 3.14 of the Halifax Municipal Planning Strategy and Section 99(4) of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 18536;

THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:



## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

### **1.2 Applicability of Land Use By-law and Subdivision By-law**

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Halifax Peninsula and the Regional Subdivision By-law, as may be amended from time to time.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

## **1.5 Costs, Expenses, Liabilities and Obligations**

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

## **1.6 Provisions Severable**

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement **and filed in the Halifax Regional Municipality as Case Number 18536:**

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	East Elevation
Schedule D	South Elevation
Schedule E	West Elevation

### **3.2 Requirements Prior to Approval**

3.2.1 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 General Description of Land Use**

3.3.1 The uses of the Lands permitted by this Agreement are the following:

- (a) One (1) duplex building containing a maximum of two (2) dwelling units; and
- (b) Any use permitted in the R-1 (Single Family Dwelling) Zone, subject to the provisions contained within the Halifax Peninsula Land Use By-law.

### **3.4 Building and Site Requirements**

3.4.1 The building's siting, bulk and scale shall comply with the following:

- (a) Development on the Lands shall conform to the R-1 (Single Family Dwelling) Zone of the Land Use By-law, with the exception of Gross Floor Area Ratio (GFAR) requirements; and
- (b) Gross Floor Area shall be up to a maximum of 4,300 square feet (400 square metres), where the proposed increase shall be dedicated to the dormer space as shown on Schedules C, D and E.

3.4.2 Buildings and structures shall be subject to the applicable provisions contained in the Halifax Peninsula Land Use By-law.

3.4.3 The Development Officer may approve changes to the building and site plans (Schedules B through E attached), provided that the changes are in conformance with Sections 3.4.1.

### **3.5 Parking, Circulation and Access**

3.5.1 The parking area shall be sited as shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on Schedule B.

3.5.2 It is the responsibility of the Developer to convey all required rights-of-way over the Lands as shown on Schedule B.

### **3.6 Maintenance**

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

## **PART 4: AMENDMENTS**

### **4.1 Non-Substantive Amendments**

The following items are considered by both parties to be not substantive and may be amended by resolution of Council:

- (a) The granting of an extension to the date of commencement of construction as identified in Section **5.3.1** of this Agreement; and
- (b) The length of time for the completion of the development as identified in Section **5.5.1** of this Agreement.

### **4.2 Substantive Amendments**

Amendments to any matters not identified under Section 4.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **5.1 Registration**

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

### **5.2 Subsequent Owners**

- 5.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 5.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

### **5.3 Commencement of Development**

- 5.3.1 In the event that development on the Lands has not commenced within one (1) year from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

5.3.2 For the purpose of this section, commencement of development shall mean issuance of an Occupancy Permit for a day care facility for not more than 18 children in conjunction with a single unit dwelling.

5.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 4.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

#### **5.4 Completion of Development**

5.4.1 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Halifax Mainland, as may be amended from time to time.

#### **5.5 Discharge of Agreement**

5.5.1 If the Developer fails to complete the development after three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

### **PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

#### **6.1 Enforcement**

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

## 6.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer [**Insert-number**] days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED** in the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

**SIGNED, DELIVERED AND ATTESTED** to by the proper signing officers of Halifax Regional Municipality, duly authorized in that behalf, in the presence of:

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

MAYOR

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

MUNICIPAL CLERK

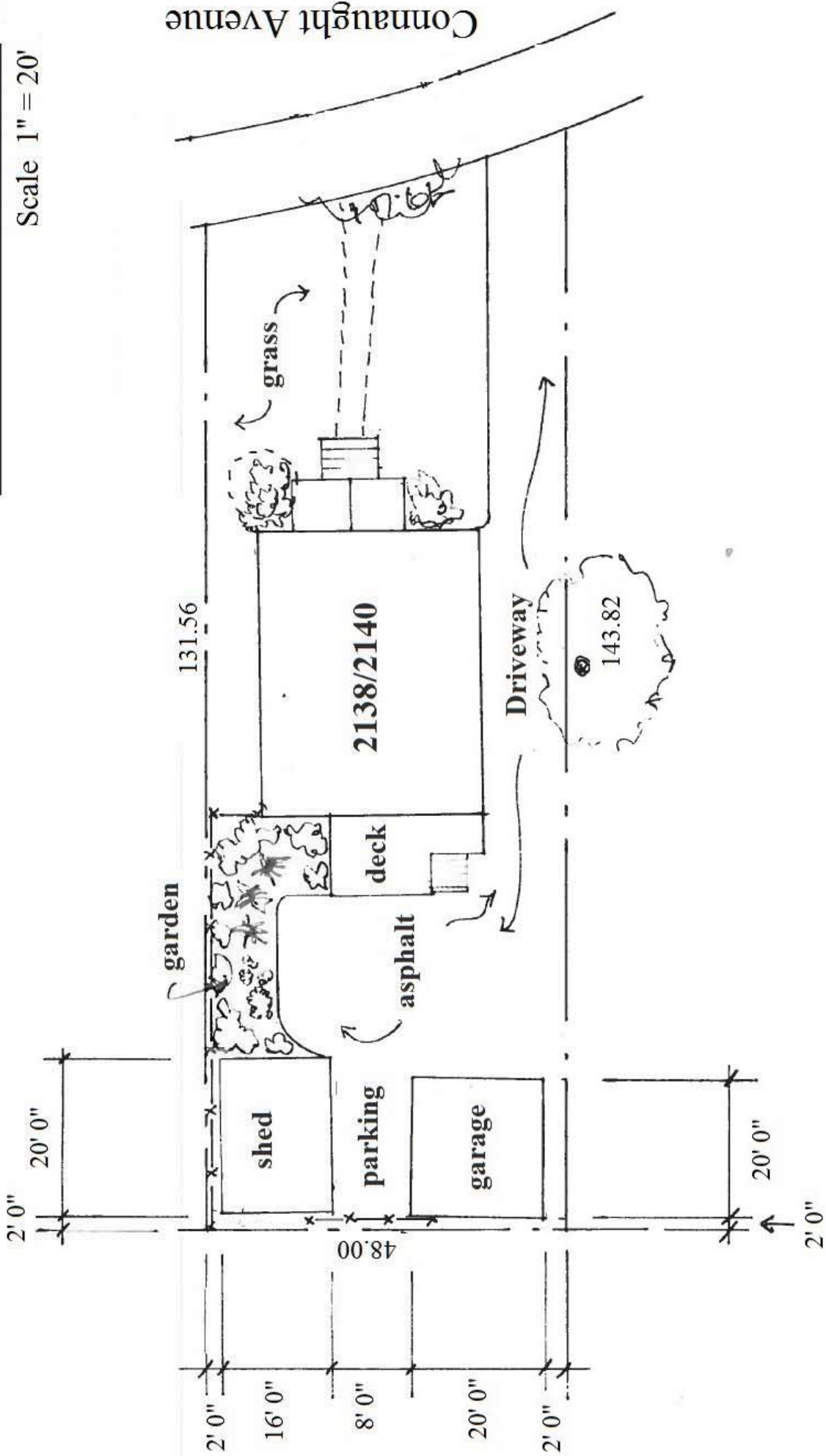


Case 18536  
 Schedule B - Site Plan  
 2138/2140 Connaught Avenue, Halifax.



North

Scale 1" = 20'



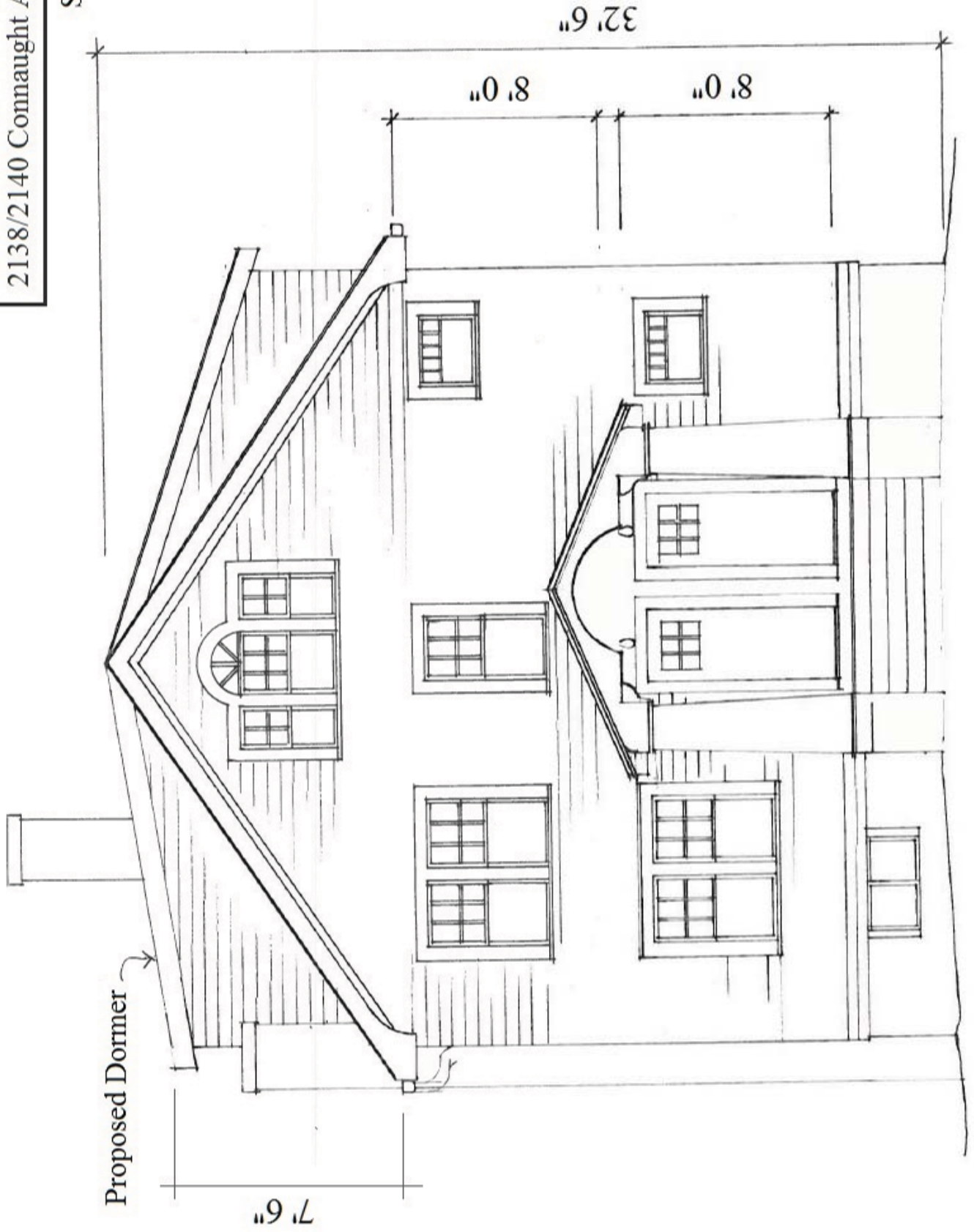
Connaught Avenue

Case 18536

Schedule C - East Elevation

2138/2140 Connaught Avenue, Halifax.

Scale 1/4" = 1'0"



Case 18536

Schedule D - South Elevation

2138/2140 Connaught Avenue, Halifax.

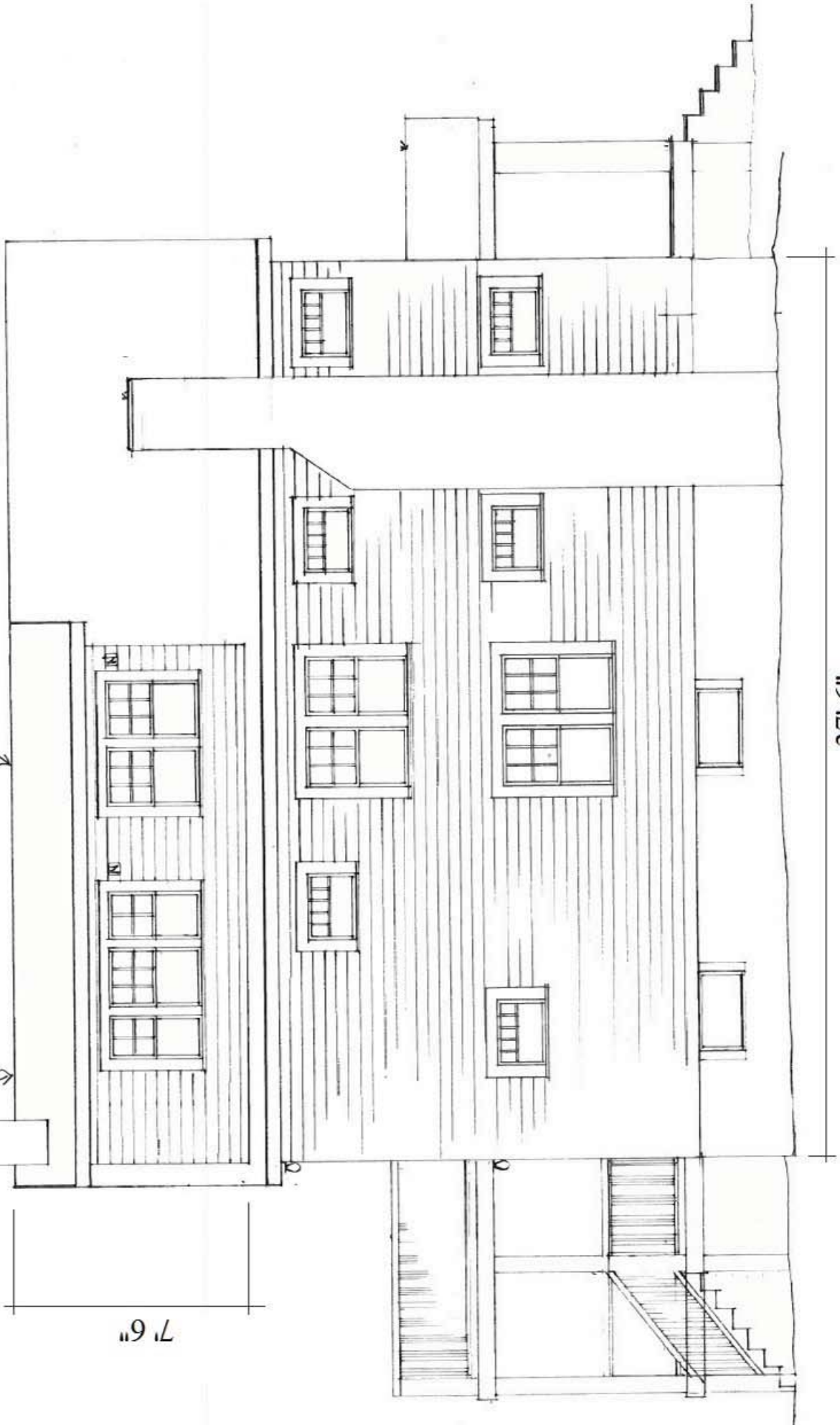
Scale 1/4" = 1'0"

4' 9"

Proposed Dormer

7' 6"

37' 6"

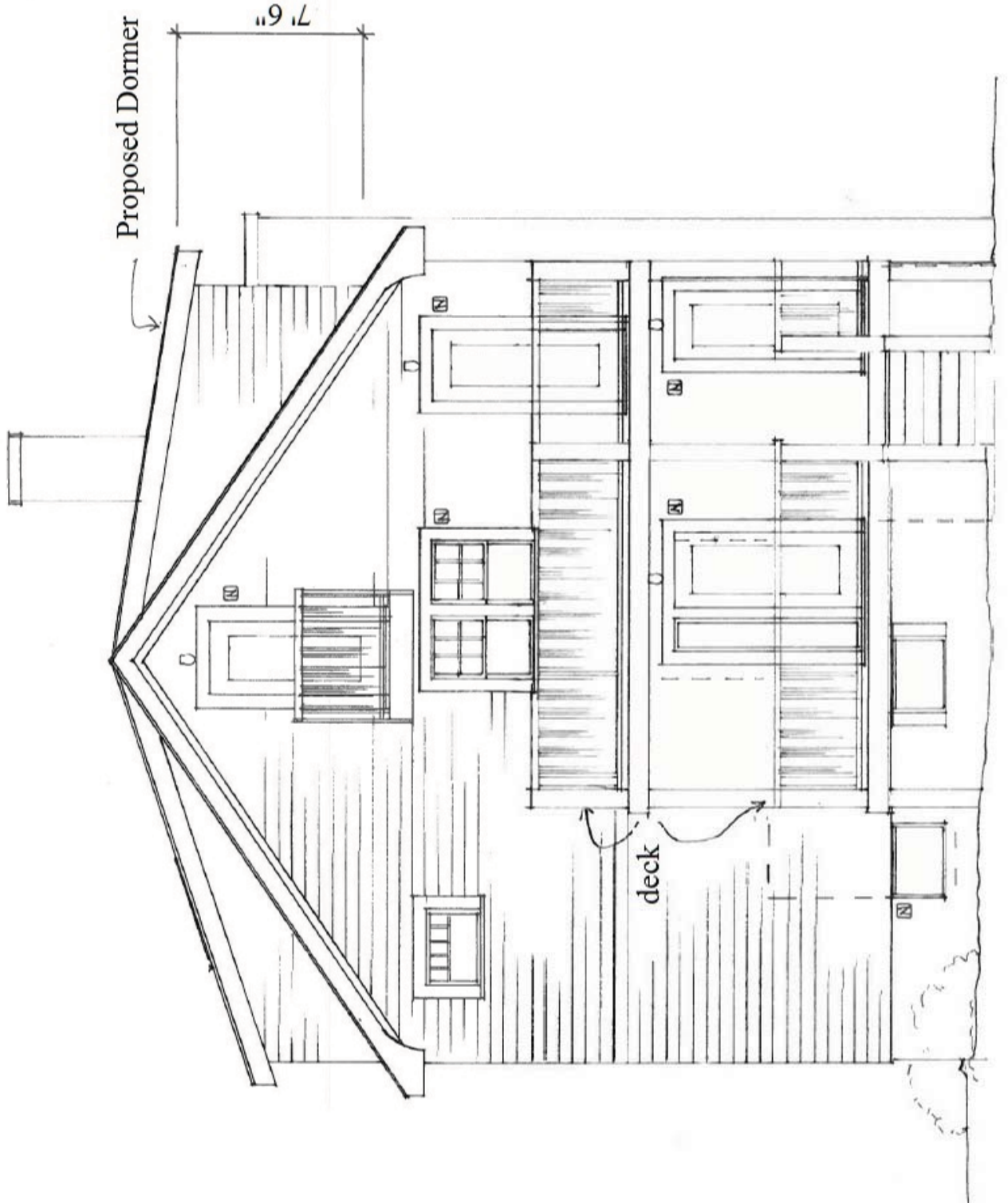


Case 18536

Schedule E - West Elevation

2138/2140 Connaught Avenue, Halifax.

Scale 1/4" = 1'0"





**ATTACHMENT B:**  
**Review of Relevant Halifax Municipal Planning Strategy (MPS) Policies**

<b>Halifax Municipal Planning Strategy – City-Wide Non-Conforming Scenario</b>	
	<i>Staff comment</i>
<b>Implementation</b> <b>Policy 3.14</b> <b>Council may, by development agreement, permit a non-conforming use to be changed to another less intensive non-conforming use, or permit the structure in which such a use is located to be altered or expanded, provided that:</b>	<p>The authorized use of the subject lands is a two unit dwelling, which is a non-conforming use of land. The proposed development agreement allows alteration and expansion of a structure in which the non-conforming use is located. This approach is in keeping with policy 3.14 and in keeping with Section 257(c) of the Halifax Regional Municipality Charter.</p>
	<i>Staff comment</i>
<b>a) the layout and design of the property shall be complementary to the fabric of the neighbourhood, and this shall be achieved through attention to a variety of factors including, but not limited to, the following, on which Council shall specify conditions to be met in the development agreement:</b>	<p>The layout of the property is unchanged by the proposed development agreement.</p>
<b>i) architectural design;</b>	<p>The proposed development agreement allows a second dormer within the pitched roof to be added to the existing building.</p>
<b>ii) the size, location, and landscaping of courts, open spaces, and yards;</b>	<p>The proposed development agreement allows for changes to the exterior of the building in accordance with the requirements of the R-1 Zone. The proposed development agreement does not reduce yards.</p>
<b>iii) location of primary and secondary entrances to the building; and</b>	<p>The existing first unit is located on the ground level and is accessed from the main access doors. The second unit is accessed from a secondary access to the building.</p>
<b>iv) size, location, and design of fences</b>	<p>There is currently a chain-link fence on the property.</p>
<b>b) vehicular activity, particularly parking and loading, shall be controlled so as not adversely to affect the neighbourhood in terms of traffic flow and nuisance;</b>	<p>Access to the site is proposed to continue via the existing driveway cut and driveway located on the property. No change of use is proposed and no commercial activities are permitted by the proposed development agreement.</p>
<b>c) facilities for parking, loading, vehicular access, outdoor display, and outdoor storage shall</b>	<p>The proposed development agreement does not permit a change of use.</p>

<b>be designed to avoid any adverse effects on adjacent properties and to ameliorate existing problems, through attention to factors including but not limited to:</b>	
<b>i) location;</b>	Parking will continue to be located at the front of the property. 1 parking space is required for each dwelling unit.
<b>ii) surface treatment;</b>	The surface treatment currently used on the existing driveway is asphalt.
<b>iii) storm drainage;</b>	No change is required to existing laterals.
<b>iv) access from the street; and</b>	No change in use is proposed and the access is to remain in the existing location.
<b>v) screening, buffering, and landscaping.</b>	No change is proposed as the existing front yard landscaping and rear yard privacy fencing are considered sufficient.
<b>d) except where specific benefits to the neighbourhood can be demonstrated, all additions to a building, all off-street parking and loading areas, and all outdoor display and storage areas shall be set back from the street line by the more restrictive of:</b>	
<b>i) the minimum setback of the existing building; or</b>	The existing building meets required setbacks. No change is proposed.
<b>ii) the mean setback of the buildings on the adjacent properties on either side; or</b>	The existing building meets required setbacks. No change is proposed.
<b>iii) the minimum setback specified for the zone in which the use is located.</b>	The existing building meets required setbacks. No change is proposed.
<b>e) except where specific benefits to the neighbourhood can be demonstrated, additions to the structures on the property shall not:</b>	
<b>i) further encroach upon the minimum side and rear yards stipulated for the zone in which the property is located; or</b>	The existing building meets required setbacks. No change is proposed.
<b>ii) result in the total lot coverage or building height exceeding the maximum stipulated for the zone in which the property is located;</b>	The proposed development agreement restricts building height to 35 feet as defined for properties zoned R-1, and further restricts the building to a very specific design, which includes a pitched roof.
<b>f) any outdoor lighting or sign illumination shall be directed away from, or screened from, adjacent</b>	N/A

<b>residential properties;</b>	
<b>g) no bulk refuse containers shall be visible from the street or from the immediate neighbourhood;</b>	N/A
<b>h) no additional lot area shall be used for outdoor storage, and measures shall be taken to screen any outdoor storage areas from the street and immediate neighbourhood;</b>	N/A
<b>I) with regard to on-site advertising for commercial or industrial uses:</b>	The proposed development agreement does not permit commercial or industrial uses.
<b>i) where the property is located in a residential zone, no additional advertising surface area or illuminated signage shall be added; and</b>	No change in use is proposed (no commercial or industrial uses are proposed), so the following do not apply.
<b>ii) in all other cases, such advertising shall not exceed the limits prescribed for the zone in which the property is located.</b>	N/A
<b>j) in the case of commercial and industrial operations in residential zones, the following additional considerations shall also apply:</b>	N/A
<b>i) there shall be a demonstrable improvement to the neighbourhood;</b>	N/A
<b>ii) existing conditions resulting in noise, dust, vibration, odour, and emissions shall be required to be ameliorated where these cause a nuisance or hazard; and</b>	N/A
<b>iii) operating hours shall be restricted to prevent nuisance.</b>	N/A
<b>k) No subdivision of the lot shall have occurred subsequent to the time of the adoption of this section.</b>	No subdivision of the lot has occurred since the adoption of this section.



<b>Residential Environments Designation – Halifax MPS</b>	
<b>Policy 2.1</b>	<b>Residential development to accommodate future growth in the City should occur both on the Peninsula and on the Mainland, and should be related to the adequacy of existing or presently budgeted services.</b>
<i>Staff comment</i>	<p>The subject property is located within a predominantly residential neighbourhood that comprises of low and medium density residential uses. The proposed development is considered compatible in terms of use and intensity with existing development patterns on Connaught Avenue and surrounding areas.</p> <p>The proposed development agreement allows the building to continue as a two-unit residential building, and the additional floor area in the roof through the inclusion of a dormer allows the second unit to be enlarged. The proposed development agreement also restricts the increase in GFAR by ~275 square feet for the total GFAR to be 4300 square feet. The unit sizes are in keeping with the MPS's objective of housing accommodation for family households.</p>
<b>Policy 2.2</b>	<b>The integrity of existing residential neighbourhoods shall be maintained by requiring that any new development which would differ in use or intensity of use from the present neighbourhood development pattern be related to the needs or characteristics of the neighbourhood and this shall be accomplished by Implementation Policies 3.1 and 3.2 as appropriate.</b>
<i>Staff comment</i>	The integrity and stability of the surrounding neighbourhood is maintained as the subject property falls within an area with various types of housing. The proposed development agreement requires the building to carry forward its existing and design. Further, the proposed development agreement eliminates the opportunity for the subject lands to be subdivided and developed with new housing stock.
<b>Policy 2.4.1</b>	<b>Stability will be maintained by preserving the scale of the neighbourhood, routing future principal streets around rather than through them, and allowing commercial expansion within definite confines which will not conflict with the character or stability of the neighbourhood, and this shall be accomplished by Implementation Policies 3.1 and 3.2 as appropriate.</b>
<i>Staff comment</i>	The proposed expansion does not conflict with the scale, character or stability of the neighbourhood as it is compatible with the existing residential area. The proposal is consistent with Policy 2.4.1.
<b>Implementation Policies – Halifax MPS</b>	
<b>Policy 3.1.1</b>	<b>The City shall review all applications to amend the zoning by-laws or the zoning map in such areas for conformity with the policies of this Plan with particular regard in residential areas to Section II, Policy 2.4.</b>
<i>Staff comment</i>	See previous comments.

**ATTACHMENT C:**  
**Excerpt from the Halifax Peninsula Land Use By-law (LUB)**

**16F(3) Additions to a Structure Containing a Non-Conforming Use**

Additions to a structure containing a non-conforming use may be permitted, provided that:

- (i) This section shall only apply to townhouses or buildings containing no more than two dwelling units;
- (ii) additions shall comply with the requirements of the zone in which the residential portion of the use is listed as a permitted use;
- (iii) no additional dwelling units are created; and
- (iv) where the non-conforming use is other than residential, any addition permitted by this section shall not be used for any purpose other than residential.

**R-1 (Single Family Dwelling) Zone**

27(1) The following uses shall be permitted in any R-1 Zone:

- (a) a detached one-family dwelling house;
- (b) the office of a professional person located in the dwelling house used by such professional person as his private residence;
- (ba) a home occupation;
- (c) a public park or playground;
- (d) church or church hall;
- (e) a **day care facility** for not more than 14 children in conjunction with a dwelling; **(RC-Mar 3/09;E-Mar 21/09)**
- (f) a special care home containing not more than ten persons including resident staff members;
- (g) uses accessory to any of the foregoing uses.

27(2) No person shall, in any R-1 Zone, carry out, or cause or permit to be carried out, any development for any purpose other than one or more of the uses set out in subsection (1).

27(3) No person shall, in any R-1 Zone, use or permit to be used any land or building in whole or in part for any purpose other than one or more of the uses set out in subsection (1).

**REQUIREMENTS**

28 Buildings erected, altered or used for R-1 uses in an R-1 Zone shall comply with the following requirements:

Lot frontage minimum	40 ft. except when a lot faces on outer side of a curve in the street, in which case the minimum frontage may be reduced to 25 ft.
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Lot area minimum	4,000 sq.ft.
Height maximum	35 ft.
Lot coverage maximum	35 percent

**HEIGHT AND LOT COVERAGE - ATLANTIC, BRUSSELS AND MCLEAN STREETS**

For those properties zoned R-1 on Atlantic Street (east 5660 Atlantic Street), Brussels Street and McLean Street, the maximum permitted height shall be the height shown on ZM-17 and such height shall be determined by the definition “Height” instead of the definition “Height South-End and Peninsula Centre” and the maximum lot coverage shall be 30 percent.

**LOT COVERAGE - PENINSULA WEST AREA 1**

For those properties zoned R-1 within Peninsula West Area 1, the maximum lot coverage shall be 30 percent.

- 29 With the exception of those streets shown on the attached building line plan, a **front yard** shall be provided of not less than 15 feet in depth. In the case of those streets shown on the "Building Line Plan" (see appendix), the front yard requirements shall be as indicated on that plan.
- 30 A rear yard shall be provided of not less than 20 feet in depth.
- 31 A side yard shall be provided on each side of the building of not less than 10 percent of the width of the lot, provided that the maximum width of any side yard need not exceed 6 feet and the provisions of this clause shall apply to both sides of the building.

**WESTMOUNT SUBDIVISION AREA**

- 31A In the Westmount Subdivision, the front yard shall be identified as that **yard that is** adjacent to the city street, and the rear yard as that **yard that is** adjacent to the walkway.  
*(PCC/CCC-Nov 8/10;E-Nov 27/10)*

**CORNER LOT - YARD REQUIREMENT**

- 32 In the case of a corner lot at the rear of which (whether a lane intersects or not) is a lot fronting on a street which flanks such corner lot, the width of the side yard on the corner lot along the flanking street shall not be less than 6 feet nor less than half the depth of the front yard on the lot in the rear of such corner lot. This regulation shall not, however, where the provisions of the next preceding clause are complied with, reduce the buildable width of a corner lot to less than 26 feet.  
*(PCC/CCC-Nov 8/10;E-Nov 27/10)*

## **BOARDERS AND LODGERS - BED AND BREAKFAST**

- 33(a) The keeping of not more than three boarders or lodgers in a one family dwelling house shall be permitted but no window display or sign of any kind in respect to the use permitted by this clause shall be allowed.
- 33(b) The provision of the bed and breakfast accommodation shall not be permitted simultaneously with the keeping of boarders and lodgers.

## **SIGNS**

- 34 Within the said district, it shall be unlawful to utilize any portion of the exterior of the building or other structure for the purpose of advertising or to erect or maintain any billboard or sign except:
- (1) One sign board not exceeding six square feet in area appertaining to the sale or rent of the building or lot.
  - (2) One non-illuminated trespassing, safety, or caution sign not exceeding one square foot in size.
  - (3) One non-illuminated sign not exceeding one square foot in area, indicating the name and occupation, profession or trade of the occupant of the building.
  - (4) A bulletin board for a church or church hall.
  - (5) A sign not exceeding two square feet in size for any **day care facility**.  
**(RC- Mar 3/09;E-Mar 21/09)**
  - (6) One sign not exceeding two square feet in size which can be illuminated only by reflected light, for any bed and breakfast establishment.

## **DAY CARE FACILITIES**

- 34A Building erected, altered or used for a **day care facility** shall comply with the following requirements:
- (a) Except for outdoor play space, any **day care facility** shall be wholly contained within a dwelling which is the principle residence of the operator of the facility;
  - (b) One off street parking space, other than that required for the dwelling, shall be provided. The required parking space shall be eight feet wide by sixteen feet long, and be exclusive of the front yard.
  - (c) The **day care facility** shall be limited to a maximum of one full storey of the dwelling; this storey may be the basement.
  - (d) Only one **day care facility** shall be permitted to be located on any lot.  
**(RC-Mar 3/09;E-Mar 21/09)**
- 34B Notwithstanding the provisions of Sections 27(1)(e) and 34A (a-c) **day care facility** may be operated as an accessory use to a church or church hall. The

parking provisions contained in Sections 6(6) and 6(7) would apply. (RC-Mar 3/09;E-Mar 21/09)

34C (Deleted)

#### **SPECIAL CARE HOME**

34D Where any building is altered or used as a special care home in an R-1 Zone, such building, in addition to the requirements hereinbefore set out, shall comply with the following requirements:

- (i) 100 square feet of landscaped open space shall be provided for each person occupying such home;
- (ii) recreational indoor space may account for 25% of the landscaped open space;
- (iii) the building is a minimum of 1000 feet distance from any other building used for or as a special care home;
- (iv) parking requirements as contained in Subsections (8) and (9) of Section 6.

#### **CONVERSIONS - SOUTH END AND PENINSULA CENTRE**

34E Any residential building which was in existence on 14 October 1982 within the "South End" and "Peninsula Centre Areas", with the exception of the "North West Arm Sub Area", may be permitted to convert to a maximum of 3 units, provided that:

- (a) there is no increase in height or volume and that the external dimensions of the building have not changed since 14 October 1982;
- (b) where a conversion is to two dwelling units, one of the dwelling units shall be a minimum of 1,000 square feet, and where the conversion is to three dwelling units, two of the dwelling units shall be a minimum of 1,000 square feet (the external dimensions of the building shall not be enlarged after the conversion);
- (c) where the conversion is to two dwelling units, there shall be six or fewer bedrooms within the entire residential building;
- (d) where the conversion is to three dwelling units, there shall be eight or fewer bedrooms within the entire residential building; and
- (e) where a conversion has occurred prior to September 17, 2005, there shall be no further increase in the number of bedrooms beyond that which is specified in (c) or (d); and,
- (f) one separating accessible parking space at least 8 feet wide and 16 feet long per dwelling unit is provided.

#### **NORTHWEST ARM SUB-AREA**

34F(1) In the North West Arm Sub-Area the following additional requirements shall apply to lots which abut the Northwest Arm. R-1 uses shall be required to have a

minimum lot area of 743.2 square metres (8,000 square feet) and a minimum distance of 9 metres (30 feet) between **main** buildings. This section shall not apply to lots 6 and 7 of the Thornvale Subdivision as shown on Plan P200/7591 filed in the Municipality's Community Development Department as Case No. 3356. (RC-May 1/07;E-July 21/07) (*PCC/CCC-Nov 8/10;E-Nov 27/10*)

34F(2) (Deleted)

### OAKLAND ROAD LOT SIZES

34G Notwithstanding the minimum lot frontage requirement specified in Section 28, the minimum lot frontage requirement for lots fronting on Oakland Road, between Robie Street and Beaufort Avenue shall be 50 feet, excepting those lots in existence on 14 May 1992

### PENINSULA NORTH AREA

34H Notwithstanding Section 28 and Section 31, a building erected, altered, or used as a detached one-family dwelling house, office of a professional person or home occupation in an R-1 Zone in the "**Peninsula North Area**" shall comply with the following requirements:

- |     |                      |                   |
|-----|----------------------|-------------------|
| (1) | Lot Frontage minimum | 30 feet           |
| (2) | Lot area minimum     | 3,000 square feet |
| (3) | Height maximum       | 35 feet           |
| (4) | Lot Coverage maximum | 35 percent        |
| (5) | Side Yards           | 4 feet            |

### FRONT YARD SETBACKS - PENINSULA NORTH AREA

34I(1) Notwithstanding the provisions of Section 29, for any R-1 use constructed after 03 June 1993 in the "**Peninsula North Area**" the minimum front yard shall be the front yard of the majority of residential buildings fronting on the same side of the same block in which the building is to be constructed. For the purposes of measuring, existing front yard dimensions shall be rounded to the nearest foot;

34I(2) Where there is no majority of buildings with the same front yard on the block, the minimum front yard shall be that of the residential building on the adjacent lot on either side of the proposed development which is closer to the street line; and where there is no residential building on either adjacent lot the minimum front yard shall be 10 feet.

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**R-2 (General Residential) Zone**

35(1) The following uses shall be permitted in any R-2 Zone:

- (a) R-1 uses as hereinbefore set out;
- (b) semi-detached or duplex dwelling;
- (c) buildings containing not more than four apartments;
- (d) (Deleted)
- (e) (Deleted)
- (f) uses accessory to any of the foregoing uses
- (g) The reconstruction of an apartment building containing 12 or fewer dwelling units at the South-East corner of Creighton and Buddy Daye Streets (PID 40877292) (RC-Aug 1/06;E-Aug 12/06)

35(2) No person shall in any R-2 Zone carry out, or cause or permit to be carried out, any development for any purpose other than one or more of the uses set out in subsection (l).

35(3) No person shall in any R-2 Zone use or permit to be used any land or building in whole or in part for any purpose other than one or more of the uses set out in subsection (l).

SIGNS

36 No person shall, in any R-2 Zone, erect, place or display any billboard or sign except those permitted in R-1 Zones.

REQUIREMENTS

37 Buildings erected, altered, or used for R-1 and R-2 uses in an R-2 Zone shall comply with the following requisites:

	Lot Frontage (Ft.)	Lot Area (Sq.Ft.)	Side Yard (Ft.)
R-1 Uses	40	4000	4
Duplex	50	5000	5
3-Unit and 4-Unit apartment building	80	8000	6

38 Front and Rear Yards - The requirements of Sections 29 and 30 inclusive above shall apply.

39 Lot coverage - Maximum lot coverage shall be 35 percent.

40 Maximum height - Maximum height shall be 35 feet.

ACCESSORY STRUCTURES

40A *(deleted PCC/CCC: November 8, 2010; E: November 27, 2010)*



### TWO UNIT CONVERSION

41 A building in existence on or before the 11th of May, 1950 may be converted into a duplex dwelling provided that the building, after conversion, complies with the following:

- (a) A duplex dwelling containing not more than a total of six habitable rooms be permitted on a lot containing an area of not less than 3,300 square feet.
- (b) A duplex dwelling containing not more than a total of eight habitable rooms be permitted on a lot containing an area of not less than 4,000 square feet.
- (c) There is no increase in height or volume and that the external dimensions of the building have not changed since 25 October 1985.
- (d) One separately accessible parking space at least 8 feet by 16 feet shall be provided on the lot for each of the two dwelling units.

42 (Deleted)

### SEMI-DETACHED DWELLING

43 (a) For each unit of a semi-detached dwelling, there shall be at least 25 feet of lot frontage and 2,500 square feet of lot area. A minimum side yard of 5 feet shall be required for a semi-detached dwelling provided however that where a lot containing a semi-detached dwelling is to be or has been subdivided so that each unit is on its own lot, there shall be no setback required from the common lot boundary.

(b) Front yards and rear yards for a semi-detached dwelling - the requirements of Sections 29 and 30 shall apply.

(c) Lot coverage for a semi-detached dwelling - maximum lot coverage shall be 35 percent.

(d) Maximum height for a semi-detached dwelling - maximum height shall be 35 feet.

43A (Deleted)

### THREE AND FOUR UNIT BUILDING

43A(1) In addition to other R-2 Zone requirements, there shall be:

- (a) Eight or fewer bedrooms within the whole of a three dwelling unit apartment house; and
- (b) Ten or fewer bedrooms within the whole of a four dwelling unit apartment house.

### DAY NURSERY

43B (Deleted)

### ADDITIONAL CHILDREN PROVISION

43C (Deleted)

43D (Deleted)

PENINSULA CENTRE AND SOUTH END AREA

43E Notwithstanding the provisions of Sections 37 to 43, buildings erected, altered or used for R-1 or R-2 uses in the R-2 Zone in the "**Peninsula Centre**" and "**South End Areas**" shall comply with the following requisites:

(a)

	Min Lot Frontage (Ft.)	Min Lot Area (Sq.Ft.)	Side Yard (Ft.)
R-1 Uses	30	N/A	4
Duplex	33	3300	5
Semi-detached	50	5000	5
Three Unit	45	5000	6
Four Unit	60	6000	6

(b) **UNIT MIX:**

(i) duplexes or semi-detached dwellings shall contain at least one unit of a minimum of 800 sq.ft.;

(ii) 3 or 4 unit apartment buildings shall contain at least two units of a minimum of 800 sq.ft.

(c) Lot coverage: Maximum lot coverage shall be 35 percent.

(d) Parking and Open Space: For each unit which is 800 sq.ft. or greater, one parking space at least 8 feet wide and 16 feet long and 300 sq.ft. of open space shall be required, and for dwelling units less than 800 sq.ft., one parking space at least 8 wide and 16 long shall be required for each two dwelling units, and 50 sq.ft. of open space for each unit.

(e) Maximum Height: The maximum height shall be 35 ft.

(f) *(deleted PCC/CCC: November 8, 2010; E: November 27, 2010)*

(g) *(deleted PCC/CCC: November 8, 2010; E: November 27, 2010)*

(h) Semi-detached building: A lot containing a semi-detached dwelling may be subdivided so that each unit is located on a separate lot provided that the lot for each unit contains a minimum frontage of 25 ft. and a minimum area of 2,500 sq.ft. No side yard shall be required along the common lot boundary dividing a semi-detached dwelling.

CONVERSIONS ON ROBIE STREET OR COBURG ROAD

43F Notwithstanding any other provision of this by-law, for any building which existed on the date of adoption of this by-law, located in the "**Peninsula Centre Area**", and which is located on a lot which abuts Coburg Road between Oxford Street and Robie Street, or on a lot which abuts Robie Street between Pepperell Street and South Street interior conversions shall be permitted, provided that there is no change in the height or volume of the building and that the minimum size of each dwelling unit shall be 600 square feet.

43G (Deleted)

### FRONT YARD SETBACK

43G(1) For any R-1 or R-2 use constructed after 14 October 1982 in the "**Peninsula Centre**", "**South End**", or "**Peninsula North Areas**", the minimum front yard shall be the front yard of the majority of residential buildings fronting on the same side of the same block in which the building is to be constructed. For the purposes of measuring, existing front yard dimensions shall be rounded to the nearest foot.

43G(2) Where there is no majority of buildings with the same front yard on the block, the minimum front yard shall be:

- (a) that of the residential building of the adjacent lot on either side of the proposed development which is closer to the street line; and
- (b) where there is no residential building on either adjacent lot
  - (i) 10 feet in all zones except in the U-1 zone
  - (ii) 0 feet in the U-1 zone

### PENINSULA NORTH AREA

43H Notwithstanding Section 37 a building erected, altered, or used as a detached one-family dwelling house, office of a professional person located in the dwelling house used by such professional person as his private residence or home occupation in an R-2 Zone in the "**Peninsula North Area**" shall comply with the following requirements:

- (1) Minimum Lot Frontage 30 feet
- (2) Minimum Lot Size 3,000 square feet
- (3) Side Yards 4 feet

### TWO UNIT CONVERSION - PENINSULA NORTH

43I Notwithstanding Sections 37 to 40 a building, excluding accessory buildings, in existence on the date of adoption of this section in the "**Peninsula North Area**" may be converted to a maximum of two units provided that:

- (i) there is no increase in height or volume of the building,
- (ii) one unit contains two or more bedrooms; and
- (iii) there is one parking space at least 8 feet wide and 16 feet long for each dwelling unit.

### FOUR UNIT CONVERSION - PENINSULA NORTH #5

43J Notwithstanding Sections 6(1), 6(2A) and 37 to 40, a building, excluding an accessory building, in existence on 14 July 1979, in "**Peninsula North Area #5**", and located south of Russell Street (**NIP III**), may be converted to a maximum of four units provided that:

- (i) there is no increase in the height or volume of the building;
- (ii) at least one of the units in the converted building contains two or more bedrooms.

### FOUR UNIT CONVERSION - PENINSULA NORTH - NIP I

43K Notwithstanding Sections 6(1), 6(2A) and 37 to 40, a building, excluding an accessory building, in existence on 14 July 1979, in the area bounded by North, Gottingen,

Cogswell, North Park and Agricola Street, may be converted to a maximum of four units provided that:

- (i) there is no increase in the height or volume of the building; and
- (ii) at least one of the units in the converted building contains two or more bedrooms.

#### MULTIPLE UNIT CONVERSION - SCHEDULE HA-1

43L Notwithstanding Sections 6(1), 6(2A) and 37 to 40 a building, excluding an accessory building or a registered heritage building, in existence on the date of adoption of this Section, located in "**Schedule HA-1**", may be converted into an apartment house provided that:

- (i) there is no increase in the height or volume of the building;
- (ii) the following features on the building facing the street(s) are not altered:
  - (a) the number, location, size and shape of the windows, bays and dormers;
  - (b) the size, shape and location of the entrance way including the door; and
  - (c) the size and location of any existing verandas, porches or stairways.
- (iii) at least one unit for every five units, or fraction thereof, in the converted building contains two or more bedrooms.

#### SFD REQUIREMENTS - PENINSULA NORTH AREA #6

43M Notwithstanding Sections 37 and 39, a building erected, altered or used as a one family dwelling house, in an R-2 zone in "Peninsula North Areas 6 and 8", shall comply with the following requirements:

- (1) Minimum Lot Frontage 20 feet
- (2) Minimum Lot Size 2000 sq.ft.
- (3) Minimum Side Yard 0 feet
- (4) Maximum Lot Coverage 50 percent

43MA Notwithstanding Section 43M (1,2,3) of this by-law, in the case of lots existing on the date of doption of this Section, in Peninsula North Areas 6 and 8 respectively, the lot size, lot frontage and side yard requirements shall be waived for one family dwelling houses.

#### APARTMENT BUILDINGS - PENINSULA WEST AREA 1

43MB Within Peninsula West Area 1, a lot which did not exist prior to the date of adoption of this section shall not be used for a three or four unit apartment building.

43N **Notwithstanding any other provision of this By-law, the apartment building that is referred to in Section 35 (g) may be reconstructed to the same or lesser size and the same location upon its lot as that which existed immediately before its demolition on March 3, 2006. (RC-Aug 1/06;E-Aug 12/06)**

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### MAXIMUM RESIDENTIAL GROSS FLOOR AREA

26D The maximum residential gross floor area for dwellings within the R-1 and R-2 Zones shall be as follows:

Lot Size	GFA Requirement
<=3,500	The maximum GFA shall be a FAR of 0.75
>3,500 to 4,000	The maximum GFA shall be 2,625 sq. ft. or a FAR of 0.70, whichever is greater.
>4,000 to 4,500	The maximum GFA shall be 2,800 sq. ft. or a FAR of 0.65, whichever is greater.
>4,500 to 5,500	The maximum GFA shall be 2,925 sq. ft. or a FAR of 0.60, whichever is greater.
>5,500 to 7,000	The maximum GFA shall be 3,300 sq. ft. or a FAR of 0.55, whichever is greater.
>7,000 to 9,000	The maximum GFA shall be 3,850 sq. ft. or a FAR of 0.50, whichever is greater.
>9,000 to 11,000	The maximum GFA shall be 4,500 sq. ft or a FAR of 0.45, whichever is greater.
>11,000 to 13,000	The maximum GFA shall be 4,950 sq. ft. or a FAR of 0.40, whichever is greater.
>13,000	The maximum GFA shall be 5,200 sq. ft. or a FAR of 0.35, whichever is greater.

GFA: Gross Floor Area

FAR: Floor Area Ratio”