

**COMMUNITY AND HUMAN SERVICES**

**Housing Services**

Postal Bag 6300, 228 Church Street  
Belleville, Ontario K8N 5E2



Phone: 613.966.1311  
Fax: 613.966.4598  
Toll Free: 1.800.267.0575

**Hastings County Community and Human Services  
HOUSING SERVICES  
Administrative Policies and Procedures**

|                                     |                   |                        |
|-------------------------------------|-------------------|------------------------|
| <b>SUBJECT:</b> Smoke-Free Policy   |                   |                        |
| <b>APPROVED BY :</b> County Council |                   |                        |
| <b>POLICY #:</b> L.H.C. 14          |                   |                        |
| <b>ORIGINAL ISSUED</b>              | <b>SUPERCEDES</b> | <b>CURRENT VERSION</b> |
| January 1, 2016                     | November 2016     | September 1, 2018      |

**PURPOSE**

The purpose of the Smoke-Free Policy is to establish guidelines regarding smoking in any residence owned and operated by the Hastings Local Housing Corporation.

**SCOPE**

The policy applies to all persons including, but not limited to; tenants, members of tenants’ households, visitors, guests, business invitees, employees, contractors and support service providers living at, working at or visiting any unit directly owned and operated by the Hastings Local Housing Corporation. The Smoke-Free Policy has been implemented through attrition, which means that existing tenants prior to January 1, 2016 are exempt from this policy for the length of their tenancy in their existing unit unless a voluntary smoke-free addendum is signed.

**DEFINITIONS**

The term “*Smoking*” means inhaling, exhaling, burning, or vapourizing any tobacco, nicotine, marijuana or similar product whose use generates smoke or vapour, and “*Smoke*” means the smoke or vapour produced by such activity.

The term “*New Lease Agreement*” includes an agreement entered into with a current tenant to complete an internal transfer within the public housing portfolio.

**REQUIREMENT**

The Hastings Local Housing Corporation has a requirement to provide a safe, healthy and cost effective environment within its residences. Although not specifically mandated under this regulation, the Policy is in keeping with the *Smoke-Free Ontario Act*.

## **PRINCIPLES**

1. Effective January 1, 2016, all New Lease Agreements signed that are effective on or after January 1, 2016 will include the Smoke free addendum in the form attached as Appendix “A” – Smoke-Free Addendum.
2. Effective September 1, 2018, all New Lease Agreements signed that are effective on September 1, 2018 will include the amended Smoke free addendum in the form attached as Appendix “B” – Amended Smoke-Free Addendum.
3. Tenants who have signed a Lease Agreement that is effective on or prior to December 31, 2015 who remain in the same and add an adult household member to the Lease Agreement on or after January 1, 2016 will not be required to sign the Smoke-Free Addendum.
4. Tenants who have signed a Lease Agreement that is effective on or prior to September 1, 2018 who remain in the same unit and add an adult household member to the Lease Agreement on or after September 1, 2018 will not be required to sign the Amended Smoke Free Addendum.
5. The Hastings Local Housing Corporation does not guarantee a smoke-free environment. The adoption of a smoke-free policy does not make the Hastings Local Housing Corporation the guarantor of tenant’s health or of a smoke-free unit, building or complex. The Hastings Local Housing Corporation will rely on the adaptation and cooperation of its tenants to become a smoke-free environment. However, The Hastings Local Housing Corporation recognizes the health-related impacts of second-hand smoke and will take reasonable steps to enforce the smoke-free terms of its Lease Agreements.
6. The Hastings County Local Housing Corporation Complaint Policy must be followed in the event of a complaint with respect to the violation of this Smoke-Free Policy.
7. Exemption to the Smoke-Free Policy:

### **The Medical Use of Marijuana**

The use of marijuana for medicinal purposes is not prohibited by this Policy. All tenants falling under this exemption must provide a medical document authorizing the use of cannabis for medical purposes under the Access to Cannabis for Medical Purposes Regulations, issued by Health Canada.

### **Traditional Use of Tobacco**

The Smoke-Free Policy does not prohibit an Aboriginal person from smoking or holding lit tobacco if the activity is carried out for traditional Aboriginal cultural or spiritual purposes, nor does it prohibit a non-Aboriginal person from smoking or holding lit tobacco if the activity is carried out with an Aboriginal person for traditional Aboriginal cultural or spiritual purposes. The sacred use of tobacco does not include the recreational use of tobacco.

8. All tenants who have signed a New Lease Agreement must refrain from Smoking within five (5) metres from all windows, entrances and exits to all Hastings Local Housing Corporation single detached, duplex or townhouse dwellings, within nine (9) metres of any apartment building, and within twenty (20) metres of any point on the perimeter of a children's playground.

## **REFERENCES**

*Smoke-Free Ontario Act, Ontario Regulation 48/06*

*Residential Tenancies Act*

*Hastings Local Housing Corporation Complaint Policy*

**Appendix A - Smoke Free Addendum**  
**Effective January 1, 2016**

**Smoke-Free Policy** (9) Effective January 1, 2016 all new leases (new tenants and transfers) signed with Hastings Local Housing Corporation will provide that smoking is prohibited inside the building, including private units, patios and balconies. Existing tenants will be grandfathered (exempted) for the length of their tenancies, unless they choose to sign a smoke-free policy lease addendum. Copies of the complete Smoke-free policy are available upon request to the Landlord.

Tenant agrees and acknowledges that the premises to be occupied by the tenant and members of the tenant's household have been designated as smoke-free. Thereby, the tenant, members of the tenant's household, visitors, guests, and business invitees shall not smoke anywhere in the unit rented by the tenant, or building where the tenant's dwelling is located or in any of the common areas of such building including balconies and/or patios.

Tenant acknowledges that the Landlord's adoption of a smoke-free policy does not make the Landlord or any of its managing agents the guarantor of tenant's health or of a smoke-free unit and building or complex. However, the Landlord shall take reasonable steps to enforce the non-smoking terms of its leases. The Landlord is not required to take steps in response to smoking unless the Landlord is put on notice of the presence of tobacco smoke, via an agent, personal knowledge, and/or written notice by a tenant.

The Landlord specifically disclaims any implied or express warranties that the building, common areas or tenant's premises will have any higher or improved air quality standards than any other rental property. The Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from second-hand smoke. The Tenant acknowledges that the Landlord's ability to police, monitor, or enforce compliance with this policy is dependent in significant part on voluntary compliance by the tenant and tenant's guests and other occupants of the complex. Tenants with respiratory ailments, allergies, or any other physical, mental, emotional, or psychological conditions relating to smoke are put on notice that the Landlord does not assume any higher duty of care to enforce this policy than any other landlord obligation under the lease.

**Appendix B – Amended Smoke Free Addendum**  
**Effective October 1, 2018**

**Smoke-Free Policy** (9) All new leases (new tenants and transfers) signed with Hastings Local Housing Corporation will provide that Smoking is prohibited inside the building, including private units, patios and balconies. Existing tenants will be grandfathered (exempted) for the length of their tenancies, unless they choose to sign a Smoke-free policy lease addendum. Copies of the complete Smoke-free policy are available upon request to the Landlord.

For the purposes of this Lease “**Smoking**” means inhaling, exhaling, burning, or vapourizing any tobacco, nicotine, marijuana or similar product whose use generates smoke or vapour, and “**Smoke**” means the smoke or vapour produced by this activity.

Tenant agrees and acknowledges that the premises to be occupied by the tenant and members of the tenant’s household have been designated as smoke-free and no Smoking is permitted. Thereby, the tenant, members of the tenant’s household, visitors, guests, and business invitees shall not smoke anywhere in the unit rented by the tenant, or building where the tenant’s dwelling is located or in any of the common areas of such building including balconies and/or patios.

If the Premises is located within a multi-unit apartment building, no Smoking is permitted within nine (9) metres of the building, and within 20 metres of any point on the perimeter of a children’s playground. If the Premises is a detached house, duplex or townhouse, no Smoking is permitted within five (5) metres or any window, entrance or exit of the Premises.

Tenant acknowledges that the Landlord’s adoption of a Smoke-free policy does not make the Landlord or any of its managing agents the guarantor of tenant’s health or of a Smoke-free unit and building or complex. However, the Landlord shall take reasonable steps to enforce the non-Smoking terms of its leases. The Landlord is not required to take steps in response to Smoking unless the Landlord is put on notice of the presence of Smoke, via an agent, personal knowledge, and/or written notice by a tenant.

The Landlord specifically disclaims any implied or express warranties that the building, common areas or tenant’s premises will have any higher or improved air quality standards than any other rental property. The Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from second-hand Smoke. The Tenant acknowledges that the Landlord’s ability to police, monitor, or enforce compliance with this policy is dependent in significant part on voluntary compliance by the tenant and tenant’s guests and other occupants of the complex. Tenants with respiratory ailments, allergies, or any other physical, mental, emotional, or psychological conditions relating to Smoke are put on notice that the

Landlord does not assume any higher duty of care to enforce this policy than any other landlord obligation under the lease.