



Hastings County
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**Hastings County Community and Human Services
Housing Services
Administrative Policies and Procedures**

SUBJECT: No Smoking Policy		
APPROVED BY : Hastings County Council		
POLICY #: H.L.H.C. 14		
ORIGINAL ISSUED	SUPERCEDES	CURRENT VERSION
January 2016	September 2018	June 2020

PURPOSE

The purpose of the No Smoking 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 No Smoking 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 No Smoking 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 No Smoking Addendum in the form attached as Appendix “A” – No Smoking Addendum.
2. Effective September 1, 2018, all New Lease Agreements signed that are effective on September 1, 2018 will include the amended No Smoking Addendum in the form attached as Appendix “B” – Amended No Smoking Addendum.
3. Tenants who have signed a Lease Agreement that is effective on or prior to December 31, 2015 who remain in the same unit and add an adult household member to the Lease Agreement on or after January 1, 2016 will not be required to sign the No Smoking 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 No Smoking Addendum.
5. The Hastings Local Housing Corporation does not guarantee a smoke-free environment. The adoption of a No Smoking 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 No Smoking 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 No Smoking Policy.
7. Exemption to the No Smoking Policy:

The Medical Use of Marijuana

The ingestion 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 No Smoking 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 – No Smoking Addendum
Effective January 1, 2016

No Smoking 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 No Smoking Policy lease addendum. Copies of the complete No Smoking 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. 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 No Smoking 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 No 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.

Appendix B – Amended No Smoking Addendum
Effective October 1, 2018

No Smoking Policy 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.