



Aldersgate Homes Inc.
Administrative Policies and Procedures
Section 1 – Residents

SUBJECT: No Smoking Policy & Procedures		
APPROVED BY: Aldersgate Homes Inc. Board of Directors		
ORIGINAL ISSUED	DATE REVIEWED OR REVISED	CURRENT VERSION
February 22, 2011	September 25, 2018	

Purpose:

Due to the increased risk of fire, increased maintenance costs and the known health effects of second-hand smoke Aldersgate Homes Inc. has approved a No Smoking policy, which prohibits smoking both in private units, including the balcony or patio (the Leased Premises) and common areas. The no smoking policy will be adopted through attrition. This means that:

- a. Existing tenants will be grandfathered (exempted) for the length of their tenancies, unless they choose to sign a No Smoking policy lease addendum; and
- b. New tenants will sign leases with the no-smoking policy included.

Policy:

Effective June 1, 2011, all new leases (new tenants and transfers) signed with Aldersgate Homes Inc. will provide that smoking is prohibited inside the building, including private units, patios and balconies, and on the residential property. Tenant agrees and acknowledges that the premises to be occupied by tenant and members of tenant's household have been designated as non-smoking.

Tenant, members of tenant's household, visitors, guests and business invitees shall not smoke anywhere in the unit rented by the tenant, or the building where the tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, except for the designated smoking area, known as the Courtyard Gazebo, located in the southwest courtyard. This smoking area will be clearly signed and ash trays provided.

Definitions:

1. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco or marijuana, and similar product in any manner or in any form whose use generates smoke or vapour, including the use of e-cigarettes.
2. Definition of Business Invitee. The term "business invitee" shall include but is not limited to any contractor, tradesperson, agent, household worker, or other person hired by the tenant or resident to provide a service or product.

Tenant to Promote No Smoking Policy

Tenants shall promote No Smoking Policy and alert Landlord of Violations. Tenant shall inform tenant's guests, invitees, visitors, and business invitees of the No Smoking policy. Further, tenant shall promptly give landlord a written statement of any incident where tobacco or marijuana smoke or vapour is migrating into the tenant's unit from sources outside of the tenant's apartment unit.

Landlord to Promote No-Smoking Policy

Landlord shall post no smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

Landlord not a Guarantor of Smoke-Free Environment

Tenant acknowledges that 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, landlord shall take reasonable steps to enforce the No Smoking terms of its leases. Landlord is not required to take steps in response to smoking unless landlord is put on notice of the presence of cigarette smoke, via agent, personal knowledge, and/or written or electronic notice by a tenant.

Other Tenants are Third-Party Beneficiaries of Tenant's Agreement

Tenant agrees that the other tenants at the complex are the third-party beneficiaries of tenant's No Smoking policy agreement with landlord. The tenant acknowledges that the tenant's obligations and commitments in regard to this policy are made to and may be enforced by the other tenants in the complex as well as to the landlord.

Disclaimer by Landlord

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. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from second-hand smoke. Tenant acknowledges that landlord's ability to police, monitor, or enforce compliance with this policy is dependent in significant part on voluntary compliance by 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 landlord does not assume any higher duty of care to enforce this policy than any other landlord obligation under the lease.

Tenant Complaints

When the staff receive or observe a violation of the No Smoking Policy, they are to report the incident immediately to the Administrator and take the following steps to ensure compliance of the Policy:

- Ask the complainant to place the concern in writing.
- Administrator to contact and/or visit the alleged offender, advise them of the concerns received and what steps need to be taken to correct the situation, and provide information and contact details for tobacco cessation services (e.g. self-help materials, cessation group or clinic) available through Public Health.
- Administrator may visit neighbouring tenants to verify complaint.
- A follow-up letter is to be sent to the tenant outlining the visit and what action needs to be taken by the tenant to correct the situation.
- Should the tenant not comply, a second visit will take place and, if required, the Administrator may discuss the possibility of looking for supports for this tenant or, in the case of a smoker who appears to experience challenges that complicate his/her ability to comply with the No Smoking policy [e.g., physical or mental health challenges, cognitive delays] a consultation with Public Health.
- A second follow-up letter will be sent to the tenant advising of the visit and action to take place. Should the tenant not agree with the requirements, the tenant will have an opportunity to request an Internal Review.
- In order for an Internal Review to take place, the tenant is to request a review in writing and submit it to the Administrator. An independent review would then be held by the executive members of the Board of Directors to ensure that legislation, regulations and policy are followed. The decision of the committee would be final.
- Should a third complaint be received and concerns continue, the necessary *Residential Tenancy Act (RTA)* documents (under Reasonable Enjoyment) may be served to the tenant.
- The tenant now has seven (7) days to conform as per the notice of termination. Should the tenant not comply, the Administrator will then file with the Landlord and Tenant Board for a hearing.
- The Administrator will then ask the complainant and neighbouring tenants to attend the Landlord and Tenant Board hearing, if required.
- At the Landlord and Tenant Board hearing, mediation may take place advising the tenant to adhere to their signed lease and the advice given by the Landlord and Tenant Board Mediator.
- Should the tenant not comply with the mediation, Aldersgate Homes Inc. will then apply for another Landlord and Tenant Board hearing.
- Complainant and neighbouring tenants will be asked to attend the Landlord and Tenant Board hearing.
- The Landlord and Tenant Board decision will be final.