

Management Directive No.:	MA30
Management Directive Name:	No Smoking
Date Approved by CEO or Designated Person:	August 7, 2013
Date revision approved by CEO or Designated Person:	December 5, 2018
Related SOP, Management Directive, Board Policy, Forms	

### Policy Statement

Kawartha Lakes Haliburton Housing Corporation (KLH Housing Corp.) is committed to the provision of safe and affordable accommodations to suit the needs of the tenants and to the provision of a safe workplace for KLH Housing Corp. workers and contractors. Tenants are provided with a choice of smoke free or smoking permitted accommodations. A Smoking Policy and Procedures are required to define where smoking will be permitted in KLH Housing Corp. property.

The purpose of this policy is to outline, clarify and enforce the legislative requirements of the Smoke-Free Ontario Act 2017 and its regulations.

### Definitions

**Smoking:** The term smoking means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette or other tobacco product, cannabis or vapour products in any other manner or form.

**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 to provide service or product.

### Scope:

This Smoking Policy shall apply to all KLH Housing Corp. property. The policy will identify the different smoking restrictions in both Smoking and Non Smoking Buildings and outline the steps and procedures regarding non-compliance of the Smoking Policy.

**KLH Housing Corp. is not a Guarantor of a Smoke-Free Environment:** The tenant acknowledges that KLH Housing Corp.'s adoption of a No-Smoking Policy does not make KLH Housing Corp. or any of its managing agents the guarantor of tenant's health

or of a smoke-free unit and building or complex. However, KLH Housing Corp. shall take reasonable step to enforce the No-Smoking Policy terms. KLH Housing Corp. is not required to take steps in response to smoking unless KLH Housing Corp. 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:** Tenants in designated No-Smoking Buildings agree that the other tenants at the building are the third-party beneficiaries of tenant's No-Smoking Policy agreement with KLH Housing Corp. 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 No-Smoking building as well as KLH Housing Corp.

**Disclaimer by KLH Housing Corp.:** KLH Housing Corp. specifically disclaims any implied or express warranties that the building, common areas or tenant's premises will have higher or improved air quality standards than any other rental property. KLH Housing Corp. 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 KLH Housing Corp.'s ability to police, monitor, or enforce compliance with this policy is dependent in significant part on voluntary compliance by the tenant and the tenant's guests and other occupants of the building. Tenants with respiratory ailments, allergies, or any other physical, mental, emotional, or psychological conditions relating to smoke are put on notice that KLH Housing Corp. does not assume higher duty of care to enforce this policy other than KLH Housing Corp. obligation under the lease.

### **Policy:**

In accordance with the *Smoke-Free Ontario Act 2017* no person shall smoke or hold lighted tobacco, smoke or hold lighted cannabis, use an electronic cigarette or consume a prescribed product or substance, in a prescribed manner, in any common area in an apartment building including, without being limited to, elevators, hallways, parking garages, party or entertainment rooms, laundry facilities, lobbies and exercise areas, plus in any prescribed place or area. For designated No Smoking Buildings, no person shall smoke in the building including private units and any other location on the property. For non-designated smoking buildings, no person shall smoke within 9 meters (30 feet) of any building entrance. In order to provide a safe working environment for KLH Housing Corp. workers and contractors, tenants will not smoke in their units during or immediately prior to any staff attendance to the unit.

### **Procedure:**

1. Applicants will be made aware of their accommodation choices with regards to Smoking or No Smoking buildings.
2. KLH Housing Corp. will post No Smoking signage is posted at entrances, common areas, hallways, elevators and in conspicuous places. Specific signage for designated No Smoking buildings will be is posted at the building entrances noting that No Smoking is permitted anywhere within the building or on the property.
3. The Tenant will be made aware of KLH Housing Corp.'s Smoking Policy at Lease signing.
4. Notices of Entry into units to complete Work Orders will include a notation to Tenants that workers will not be able to complete the work if the tenant is actively smoking or if the room is full of smoke.
5. Tenants are encouraged to inform guests, invitees and business invitees of any Smoking restrictions in the building or on the property.
6. The units are considered a 'workplace' for KLH Housing Corp. staff and contractors when they are required to complete work in the unit. Tenants will not smoke during or immediately prior to attendance into the unit by KLH Housing Corp. staff or contractors. Workers will remind the tenants that a KLH Housing Corp. worker or contractor is not permitted to work in a second hand smoke environment. If the room is filled with smoke or if the tenant is actively smoking, workers will leave the unit and note to the tenant that the work will be rescheduled
7. If work is required in a unit and there is not active smoke but there is a heavy smoke smell, KLH Housing Corp. workers and contractors will perform the work with the aid of any required personal protective equipment such as a mask.
8. Tenants are encouraged to inform KLH Housing Corp. of any incidents of non-compliance with the policy.
9. Designated staff will ensure that any smoking concern is entered into appropriate computerized systems and a hard copy filed in the tenant's file.
10. Contact will be made between KLH Housing Corp. and any tenant if the No Smoking policy has been contravened. The tenant will be asked to sign a statement that they have been reminded of the No-Smoking Policy.

11. If further violations occur, the tenant will be given two further written notices. If the tenant continues to contravene the policy, an N5-Notice of Early Termination will be given to the tenant for disturbing the reasonable enjoyment of other tenants.
12. If another violation occurs within 7 days, KLH Housing Corp. will apply to the Landlord Tenant Board for Termination of the Tenancy. If no violations occur within the 7 days, but within six months, a second N5-Notice of Termination will be given and KLH Housing Corp. will apply to the Landlord Tenant Board for Termination of the Tenancy.

**Revision History:****Proposed Date of Review:** December 2020

<b>Revision</b>	<b>Date</b>	<b>Description of changes</b>	<b>Requested By</b>
v1	Aug 7, 2013	Initial Release	
v2	March 2015		
v3	Dec 2018	New template format	CEO