

CCOC Non-Smoking Policy

Approved October 2010

Background

CCOC recognizes that many tenants would like to live in non-smoking buildings. Exposure to second hand smoke is a recognized health concern.

As public policy shifts to support a right to live in a smoke-free environment, CCOC seeks to be at the forefront by providing non-smoking properties to tenants.

At the Annual General Meeting of May 20, 2010, CCOC's membership adopted the following resolution:

“That as a first step in developing a non-smoking policy, CCOC designate all of the buildings and the common grounds of the Beaver Barracks development as non-smoking. This policy will be reviewed in January 2013.”

Policy

As a landlord, CCOC has the legal authority to regulate, control, authorize and prohibit certain activities on its property by adding reasonable conditions to tenant leases.

CCOC designates all of the properties in the following list as non-smoking properties:

160 Argyle Street
464 Metcalfe Street
105 Catherine Street
100-200 Victory Gardens Private

Leases for these properties will prohibit anyone from smoking or holding lit tobacco products inside the buildings, including inside private residential units, on balconies and patios or anywhere else on the property. This policy includes all tenants, household members, occupants, guests and any person on the property.

In this policy, the term "smoking" means inhaling, exhaling, or breathing tobacco smoke, or carrying or holding any lighted cigar, cigarette, pipe or other tobacco product in any manner or in any form.

Changes to the lease

Rights and Responsibilities of the Tenant

For non-smoking properties, a new clause will be included in the lease agreement (Lease Part 2, Section 2, Condition Q) outlining the tenants' responsibilities. (see below).

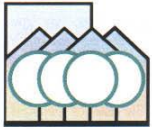
Responsibilities of CCOC

CCOC's lease Part 2, Section 3, Condition A, broadly outlines CCOC's responsibility as follows: "CCOC agrees to comply with our obligations as a landlord under the *Residential Tenancies Act* and the *Social Housing Reform Act* or any successor legislation." Additional specific language is not needed to address this one issue, as the intention is to enforce violations using the same practices used to enforce other behaviour complaints, which are not specifically itemized in this section of the lease.

Changes to operations

- a) Signage must be installed at entrances to affected properties and buildings indicating they are smoke-free.
- b) Service contracts must require contractors not to smoke on any CCOC properties.

Complaints about smoking should be handled by Rental staff following the procedures for other behaviour complaints (e.g. noise, barking dogs). Note that the strength of our ability to enforce the complaint is based on the strength of the complaint.



**Non-Smoking Clause Addition to Lease
for tenants at
160 Argyle Street
464 Metcalfe Street
105 Catherine Street
100-200 Victory Gardens Private**

CCOC Lease Part 2, Conditions

Section 2. Rights and Responsibilities of Tenants

q. You, your guests and any member of your household will not smoke or hold lit tobacco products inside the building, including inside private residential units, on balconies and patios or anywhere else on the property. “

I acknowledge that this non-smoking provision is included in the lease that I have signed as part 2, section 2(q), and that my tenancy may be terminated in accordance with the provisions of the *Residential Tenancies Act* if I breach, or if my guests or any member of my household breaches, that part of my lease.

Tenant Date

Tenant Date

Tenant Date

For CCOC Date