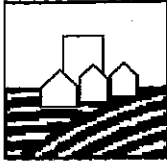


**MOVED BY: Barry Ward**  
**SECONDED BY: Peter Silveira**

**“That the members of the Board of Directors of BMNPHC move that effective July 1, 2012 all new leases signed with Barrie Municipal Non Profit Housing Corporation provide that all buildings and property be 100% smoke free and will restrict smoking outdoors to a distance of nine metres or more away from windows, entrances or exits of the building or unit.**

**The tenant and all other occupants of the leased premises, the tenant’s guests and business invitees shall not smoke or hold lit tobacco or similar product in the leased premises including the balcony, patio or other areas specifically included in the lease. Smoking is only permitted outdoors at a distance of not less than nine meters away from windows, entrances or exits to the residential complex.”**

**CARRIED**



## BARRIE MUNICIPAL NON-PROFIT HOUSING CORPORATION

Telephone: (705) 727-1101  
Box 28030  
Barrie, ON L4N 7W1

[www.bmnphc.com](http://www.bmnphc.com)

Fax : (705) 737-4085

### News Release

**FOR IMMEDIATE RELEASE** Media contact: Ann Harvey-Valin (cell 705 623-3387)  
June 19, 2012 Office 705-727-1101, ext. 226

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#### **Response spurs housing corporation to make all buildings smoke free**

**BARRIE** – Residents waiting for social housing in Simcoe County are asking for smoke-free units in a ratio of almost six to one.

In response to a letter sent to people on the county's waiting list alerting them that 186 Grove Street, operated by the Barrie Municipal Non Profit Housing Corporation (BMNPHC) was becoming a smoke-free building, 81 people identified they wanted to put their name in for that building and just 14 asked to have their names removed.

"We knew there was demand for smoke-free affordable housing but even we were surprised that so many people would get back to us and specifically request they be added to the wait list for a smoke-free unit," said Ann Harvey-Valin, Community Relations Manager for BMNPHC.

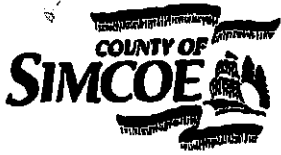
"It was a clear message to us that it was time for all 953 units in our portfolio to transition to smoke-free buildings so that residents can protect their families from the drifting secondhand smoke that can't be controlled in buildings where smoking is allowed in units and on balconies."

Current tenants at all BMNPHC buildings who smoke in their units will continue to be allowed to do so under a grandfather agreement in the new policy. However new tenants will be required to sign a lease that stipulates they understand the building is transitioning to become 100-per-cent smoke free and they agree to the No Smoking clause.

The move still leaves 726 rent-geared-to-income units in Barrie owned by the County of Simcoe available to tenants who want to smoke in their homes.

In a 2011 survey of residents living in County owned social housing units, only 31 per cent said they smoke in their units. At present one County owned social housing building has been designated smoke free as a pilot project that began in January 2012. However the County continues to study the demand for smoke-free units and may consider designating more units as smoke free. Many other social housing providers across the province are now offering smoke free housing, including the Region of Waterloo where the entire stock of regionally owned social housing has been designated smoke free.

In addition to providing healthy housing for tenants, smoke-free buildings are less costly to maintain and refurbish than units where regular smoking occurs. Smoke-free units also reduce the risk of fire and this can reduce insurance rates.



County of Simcoe  
Social and Community Services  
Simcoe County Housing Corporation  
1110 Highway 26,  
Midhurst, Ontario L0L 1X0

Main Line (705) 725-7215  
Fax (705) 725-7220  
simcoe.ca



June 2012

**TO: Applicants**  
**IMPORTANT INFORMATION REGARDING YOUR APPLICATION**

Effective July 1, 2012, Barrie Municipal Non Profit Housing Corporation has made the decision to become smoke free in all of their buildings.

It is important to note that the new non smoking policy in these buildings will be Grandfathered in, and does NOT affect any current tenants. Current tenants will still be permitted to smoke in their units and will be permitted to continue to smoke until they terminate their tenancy. New tenants moving in will not be permitted to smoke in their units or on their balconies, and all smokers will have to be 9m away from the building to smoke.

In addition, there are exceptions to the non-smoking policy. Tenants who have legal entitlement to smoke medicinal marijuana, and tenants who burn sacred medicines for cultural ceremonies will continue to be permitted to do so.

Due to the above, we cannot guarantee a totally smoke free environment and cannot make any claims that the air quality in these units will be safer than any other rental property. All new tenants accepting a unit at a Barrie Municipal Non Profit Housing Corporation building will be required to sign a non-smoking lease and neither the tenant nor their guests will be permitted to smoke anywhere in the building, including their unit and balcony.

Please indicate your preference on the enclosed questionnaire, and return it to our office. Or, you can call the Simcoe County Housing Corporation at 705-725-7215 and press option 3.

Thank you.

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

**BARRIE MUNICIPAL NON PROFIT HOUSING CORPORATION**  
Addresses within Barrie  
Non Smoking - effective July 1, 2012:

380 Duckworth Street

10/20 Golfdale Road

101/111 D'Ambrosio Drive

131 Berczy Street

186 Grove Street East

191/193 Edgehill Drive

205 Kozlov Street

225 Kozlov Street

31 Penetang Street

339 Essa Road

49 Coulter Street

549 Yonge Street

80, 90, 100 Little Avenue and 150 Bayview Drive

Carol Road

**Questionnaire:**

- a) Please leave the above listed non smoking buildings on my application \_\_\_\_\_
- b) Please remove the above listed non smoking buildings from my application \_\_\_\_\_
- c) Please only list the non smoking buildings in Barrie on my application \_\_\_\_\_

MKT   
RGI

# Barrie Municipal Non Profit Housing Corporation Tenancy Agreement (No Smoking Lease)

This Tenancy Agreement (called the "Agreement") is a legal agreement made between us,

**BARRIE MUNICIPAL NON PROFIT HOUSING CORPORATION**

(Called the "Landlord" or simply referred to as "we", "us" or "our" in this Agreement), and you,

(Individually and collectively called the Tenant or simply referred to as "you" or "your" in this Agreement) under the *Residential Tenancies Act*.

The Landlord's address for the purposes of this agreement and for service of any notices from you required under this agreement, or the *Residential Tenancies Act* is:

**72 ROSS ST., UNIT #2, BARRIE ON L4N 1G3**

## 1. Basic Terms

### The rental unit

1.01 You have agreed to rent Unit \_\_\_\_\_ (called the "Unit") of \_\_\_\_\_, **BARRIE ON L4** \_\_\_\_\_ (called the "Building", which term includes the land, grounds, buildings and other structures and facilities that form part of the residential complex), and we have agreed to rent the Unit to you on the terms and the conditions contained in this Agreement. You understand that this building was developed under a prescribed government funding program and, because of this, there are some special rules and rights under the *Residential Tenancies Act* (abbreviated "RTA") and the *Housing Services Act* (abbreviated "HSA") which apply to us as a social housing landlord. You agree that you have to comply with your obligations as Tenant under these Acts. We agree that we have to comply with our obligations as Landlord under these Acts. The rights and obligations of both landlords and tenants under these laws are subject to change in the laws, and any changes in these laws may affect those rights and obligations.

### Period of the tenancy and occupants of the Unit

1.02 Additional basic terms of this Agreement are as follows:

(i) The initial period of this Agreement begins on \_\_\_\_\_ (being the day the Tenant is first entitled to occupy the Unit) and ends on \_\_\_\_\_ (called the "initial term");

The Tenant is entitled to terminate the tenancy upon giving 60 days advance written notice in compliance with the requirements of the RTA ss. 43 to 47.

Market residents must complete their one year period before giving notice to vacate.

If we are unable to give possession of the Unit on the date you are entitled to have possession, we shall not be subject to any liability for failure to give possession and shall

- (iv) to pay us the cost of any repairs for any damage to the Unit and/or the Building, caused by any act (i.e.: smoking etc...) or neglect by you, or other occupants of the Unit, your guests, your visitors and/or your pets, except for normal wear and tear (RTA s. 34);
- (v) to give us written notice of any damage which exists or any repairs which may be needed in the Unit or in the Building as soon as you become aware of it, and give us a reasonable chance to repair it, you agree that we are not liable for any losses you may incur arising from any lack of repair for which we have not received a written notice; and you agree that you will be liable for the costs of, and losses incurred due to, additional repairs needed due to your failure to notify us of damage in the Unit needing repair. (Repairs needed and damages are to be reported on a work order which is located in the laundry room or at the onsite office)
- (vi) that if you do not give us written notice within ten days of moving into the Unit of the need to repair something in the Unit, we can assume that no repairs were needed when you moved in;
- (vii) To respect the rights of other tenants and occupants of the Building, as well as of our staff, so that you, other occupants of your Unit, and your guests will not make unreasonable noise, nor will you or they interfere with the reasonable enjoyment of the Building by others;
- (viii) To comply with the rules and regulations (and make other occupants of your Unit, and your guests comply with the rules) we establish, as we may amend them from time to time (including the current rules, a copy of which is attached as Schedule D); and
- (ix) To comply with your obligations and exercise your rights as a tenant under the *Residential Tenancies Act* in a reasonable way.
- (x) Smoking and drifting second hand smoke are known as health risks and can interfere with the reasonable enjoyment of other tenants and the landlord. You, other occupants of your Unit, and your guests and visitors agree not to smoke in the Unit (including the balcony, patio or other areas specifically included in this lease) and the building in which the Unit is located. (Smoking is permitted on properties with designated smoking areas only)
- (xi) Smoking is defined as the use of cigarettes, cigars or the use of any other lighted products. Exceptions for the purposes of this agreement are the use of products for cultural and religious ceremonies or the use of medical marijuana.
- (xii) The landlord cannot guarantee a total non-smoking building due to tenants without a non-smoking clause in their lease or tenants that violate the non-smoking policy or local by-laws with the City of Barrie. The landlord does not make any claims that the environment is totally smoke free or that the air quality is safer than that of any other rental property.
- (xiii) Violation of the non-smoking clause in this agreement can lead to tenant charges for damages etc... and/or eviction.

3.02 The Tenant is responsible for the repair of damage to the Unit or Building caused by the willful or negligent conduct of the Tenant, another occupant of the Unit or a person permitted in the Unit or Building by the Tenant, another occupant or permitted person. (RTA s. 34)

3.03 If you decide to keep a pet, or allow someone else to keep a pet, in the Unit or the Building, you are responsible for that pet, what that pet does and the effect it has on other residents. You will not allow the pet or any pet you bring or allow to be brought on the premises to disturb the reasonable enjoyment of the premises by us or other tenants. You agree that you will be responsible for the cost of repair of any damage or any loss which may be caused by your pet. You also agree to