

## The Standard Lease – Setting Smoking Rules

### What is the Standard Lease?

The **Standard Form of Lease** outlines any terms or rules about the rental unit or building and the rights and responsibilities of both the landlord and tenant under the *Residential Tenancies Act, 2006 (RTA)*. Essentially it is the legal agreement or contract between the landlord and the tenant that must be used for most residential leases, with the exception of the following:

- Care homes (for example, retirement homes)
- Mobile home parks and land lease communities
- Social and supportive housing exempt from the rent rules under the *RTA*
- Member units in co-operative housing

### Why Set Smoking Rules?

The evidence is quite clear that second-hand smoke can drift from one unit to another in multi-unit housing from various sources including: patios or balconies, through open windows, through electrical outlets, cable or phone jacks, or electrical fixtures, through cracks and gaps around doors, windows, walls and floors and even through the ventilation system. Exposure to second-hand smoke is a known health hazard and there is no safe level of exposure. Second-hand smoke exposure can result in increased risk of cancer, heart disease, respiratory illnesses, and exacerbates existing chronic diseases and conditions like COPD and asthma.

Under provincial law, smoking is not allowed in any indoor common area of the building such as hallways, lobbies, stairwells, elevators, and covered parking garages. The law, however, does not apply to a private, self-contained unit such as an apartment or condominium. The good news is that smoke-free housing is in demand. The majority of Canadians do not smoke (80%), and 85% of Ontarians agree that smoking should not be allowed in multi-unit dwellings<sup>1</sup>.

### Where to Set Smoking Rules?

Within Section 10 of the standard lease, smoking rules can be made between landlords and tenants to restrict smoking in individual units, balconies or even the entire property.

**10. Smoking**

Under provincial law, smoking is not allowed in any indoor common areas of the building. The tenant agrees to these additional rules on smoking:

Select one:

None

or

Smoking rules

Provide description of smoking rules (if necessary add additional pages):

Section 10. Provide description of smoking rules (if necessary add additional pages)

**Note:**  
In making and enforcing smoking rules, the landlord must follow the Ontario *Human Rights Code*. See Parts M and S in General Information.

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<sup>1</sup> CAMH Monitor, 2016

## Sample Language for Smoking Rules

Below you will find some sample language to complete the *description of smoking rules* section of Section 10.

### **No-Smoking Rules**

*Due to the known health risks of exposure to second-hand smoke, increased risk of fire and increased maintenance costs:*

*Smoking is prohibited inside the building including all residential units, all balconies and patios, 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 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.*

*Whereas, **smoke or smoking** is defined as the use or carrying of any lighted or heated cigar, cigarillo, cigarette, pipe, waterpipe, cannabis or any equipment used to inhale, exhale, burn, or heat any smoking product.*

*Whereas, **smoking product** means tobacco, a tobacco-like product or an e-liquid whose primary purpose is to be burned or heated to produce vapours, gases, or smoke, which are inhaled and exhaled, and shall include but is not limited to, as non-tobacco herbal shisha, and other plant materials (including cannabis) or oils intended for inhalation.*

*Whereas, 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.*

*The no-smoking rule will be adopted through attrition, meaning 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 rule included.*

*Tenant to Promote No-Smoking Rules and to alert Landlord of Violations. Tenant shall inform tenant's guests, invitees, visitors, and business invitees of the no-smoking rules. Further, tenant shall promptly give landlord a written statement of any incident where tobacco smoke is migrating into the tenant's unit from sources outside of the tenant's apartment unit.*

*Landlord not a Guarantor of Smoke-Free Environment. Tenant acknowledges that landlord's adoption of no-smoking rules 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 rules agreement with landlord. The tenant acknowledges that the tenant's obligations and commitments in regard to this rule are made to and may be enforced by the other tenants in the complex as well as to the landlord.*

**For more information and to access the standard lease form visit the Ministry of Housing at: [www.mah.gov.on.ca/Page18704.aspx#Who+must+use+the+standard+lease](http://www.mah.gov.on.ca/Page18704.aspx#Who+must+use+the+standard+lease)**