

**Manitoulin-Sudbury District Services Board  
POLICY & PROCEDURES MANUAL**

Section: I. Social Housing	Effective Date: <b>Nov. 1, 2018</b>
Topic: I.4 Tenant Policies	<a href="#">Replaces: January 1, 2015</a>
Subject: 4.12 Smoke Free	
Policy No. I 4.12	Page 1 of 2

**POLICY**

The Manitoulin-Sudbury DSB adopts a Smoke Free policy in all Social Housing properties effective January 1, 2015. All existing tenants will be grandfathered in their current units and all new tenants as of January 1, 2015 will be required to sign a lease with a smoke free requirement.

**The Manitoulin-Sudbury DSB adopts a without prejudice approach to the legalization of cannabis in Canada and commits to making every effort to maintain a safe environment for all tenants while adhering to any applicable federal, provincial and municipal laws.**

**This policy extends to all tenants, staff and guests of any DSB Housing property directly operated by the DSB.**

**PROCEDURE**

**The Manitoulin-Sudbury DSB began the conversion of Housing Units by way of attrition in 2015 with the intention** of conversion to 100% smoke free buildings. Tenants have been educated on the intentions of the DSB with respect to this policy.

The policy is not intended to contravene any human rights issues, or infringe on the rights of tenants, but to adopt a responsible approach to limit the exposure of second-hand smoke to tenants and staff alike.

**For clarification, Smoke-free refers to smoking any combustible material, or vaping in or on the rental/leased premises. In addition, smoking any combustible material, or vaping within restricted areas as defined by Federal, Provincial and Municipal legislation and by-laws. (For example, within 9 meters of any door, window or air intake of the building)**

Tenants will be given the opportunity to voluntarily declare their unit smoke free. This will include the unit and patio/balcony area. Once a unit is declared smoke free, it cannot be reverted to a smoking unit.

Designated smoking areas will be established and identified on each DSB property.

Current tenants not wishing to voluntarily designate their unit as smoke free will be grandfathered and will be permitted to continue smoking in their unit. As tenants

<b>Manitoulin-Sudbury District Services Board POLICY &amp; PROCEDURES MANUAL</b>	
Section: I. Social Housing	Effective Date: <b>Nov. 1, 2018</b>
Topic: I.4 Tenant Policies	<a href="#">Replaces: January 1, 2015</a>
Subject: 4.12 Smoke Free	
Policy No. I 4.12	Page 2 of 2

move out, the unit will be converted to smoke free.

Milestones will be celebrated with tenants, such as full building designation to smoke free.

**The Smoke-Free Ontario Act speaks to multi-unit residences stating that smoking is prohibited in any common areas of apartment buildings. This includes but is not limited to; elevators, stairwells, hallways, laundry facilities, lobbies, common rooms.**

New leases and lease addendums will contain wording that cites penalty for smoking in a designated smoke free unit, however the emphasis will be on education and support in the initial implementation year to provide support to tenants. We will work with our community partners to provide additional support to tenants with information sessions and available programs.

New and amended leases will include information advising of the penalty for smoking in a smoke free designated unit, which will include a cleaning fee of \$300 and may result in termination of tenancy.

### **Tenant Complaint**

**Tenants who feel that their tenancy is being negatively impacted by the effects of second-hand smoke may file a complaint at any DSB office. The tenant will be asked to provide details of the concern/complaint including the direct source of the issue.**

**The DSB will follow the current practice for resolving tenant complaints.**

**Tenants wishing the DSB to engage in any action towards another tenant for ongoing issues of this nature will be required to support any applications presented to the Social Justice Tribunal Ontario - Landlord and Tenant Board, to show how the actions have interfered with the reasonable enjoyment of their tenancy.**