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**MEMORANDUM**

TO: All owners

FROM: The Board of Directors of Carleton Condominium Corporation No. 367

RE: Condominium Rules and Regulations  
NEW RULES:

- Respecting OCCUPANCIES and USE OF THE UNITS
- Smoking (tobacco and cannabis)

DATE: August 29, 2018

**Rules and Regulations**

On July 23, 2018, all owners were sent proposed new rules regarding "Respecting Occupancies and Use of the Units" and "Smoking (tobacco and cannabis)".

All owners were given 30 days to dispute these rules and were advised that if 15% of the owners did not object, the two rules would be deemed to be in effect as of August 23, 2018. This is now the case.

All non-resident owners are responsible for advising their tenants of these rules and ensuring that they conform to the new rules.

The rules will also be on the Deerpark Management website [www.deerpark.ca](http://www.deerpark.ca), click on Portfolio and then CCC 367.

In the July 23<sup>rd</sup> memo, you were also advised that you would be receiving a copy of the Periodic Information Certificate at the same time. It is also included.

Marilyn Thibault  
On behalf of the Board of Directors  
CCC 367

CARLETON CONDOMINIUM CORPORATION NO. 367  
("the Corporation")

**CONDOMINIUM RULES respecting SMOKING**  
**[Date of Board Resolution July 17, 2018]**

**Introduction**

The following Rules respecting the use of the common elements and units are made to promote the safety, security and welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. The Corporation may pass additional Rules or amend or delete existing Rules from time to time in accordance with the *Condominium Act, 1998*.

**Definitions**

Any words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

**1. Recitals respecting Smoking**

WHEREAS:

- (a) Second-hand smoke is known to drift through walls, openings in walls and through ventilation systems, and to contaminate air in common areas and individual units. It is not reasonably possible to completely prevent this migration of smoke.
- (b) Second-hand smoke is known to be harmful to human health and/or to cause disturbance to many people. Furthermore, smoke is known to linger in contents and fixtures for significant periods of time.
- (c) Smoking can also increase the risk of fire; and smoking can also result in added debris (such as butts) on the property.
- (d) Condominium corporations have a duty to take reasonable steps to address risks of second-hand smoke; and condominium corporations may otherwise pass Rules for the purposes set out in the Act.
- (e) The Board has concluded that prohibiting smoking, as set out in these Rules, is a reasonable way to protect residents (and their guests) from the above-noted risks.

**2. Effective Date of These Rules**

The effective date of these Rules is August 23, 2018.

### **3. General**

3.1 Any losses, costs or damages incurred by the Corporation by reason of a breach of these Rules by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:

- (a) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, the Act, Declaration, By-laws or Rules;
- (b) An administration fee in the amount of \$75.00\*, to be payable to the Corporation for any violation that continues after initial notice has been sent, and further administration fees of \$75.00\* per month, for each month during which the violation continues or is repeated.

[\*NOTE: This administration fee represents actual costs reasonably estimated to be incurred by the Corporation as a result of a violation of the Act, Declaration, By-laws or Rules; and may be reasonably increased, from time to time, by Board resolution.]

3.2 No restriction, condition, obligation or provision contained in any Rule or Rules of the Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

3.3 Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.

### **4. Additional Definitions**

#### **4.1 Smoking**

Smoking includes the inhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, cannabis, shisha, incense or other smoke-producing substance, or any other similar heated or lit product, and includes vaping with electronic cigarettes or any other activities that create smoke.

#### **4.2 Cannabis**

Cannabis has the common meaning of that term under Ontario law, and includes any plant belonging to the genus *Cannabis* as well as any of the preparations (such as marijuana or hashish) derived from a cannabis plant, or any other substance containing chemicals (such as THC - *Tetrahydrocannabinol*) that are derived from a cannabis plant.

**5. No Smoking on Common Elements**

- 5.1 Smoking is not permitted in, on, or around any part of the common elements, including all exclusive-use common elements, subject to the following exception:
- 5.2 Exception: Smoking is only permitted in an outside area of the common elements which has been designated as a smoking area by the Board of Directors. This designated area is in the area next to the garbage bin at the side of 1974 St. Laurent, where a Butt Stop has been installed. Any such designated smoking area shall be at least nine (9) meters from any building entrance. No smoking is allowed at the entrances to the units at 1970, 1972 or 1974 St. Laurent.

**6. No Smoking in Units**

- 6.1 Smoking is not permitted in any unit, except for those units whose residents have been grandfathered in accordance with the following terms and conditions:

**GRANDFATHERING**

- A. Subject to Paragraphs B through G, the prohibition with respect to smoking of tobacco set out in this Rule 6.1 does not apply to any resident who is a tobacco smoker and was residing in one of the units on the effective date of these Rules.
- B. For the within grandfathering to apply, the resident must register with the Corporation on or before the Thirtieth (30<sup>th</sup>) day following the effective date of these Rules. To register with the Corporation, the resident must provide the Corporation with the following information:
- a) Full Name;
  - b) Proof, satisfactory to the corporation, that the resident was residing in a unit on the effective date of these Rules;
  - c) Confirmation of Age of Majority (where required); and
  - d) The unit Number.
- C. All guests or visitors of Registered Residents (residents who have registered with the Corporation in accordance with paragraph B above) shall also be exempt from the smoking prohibition (in relation to tobacco smoking) described in this Rule 6.1.
- D. The grandfathering only applies to smoking of tobacco in the units. A grandfathered resident is not permitted to smoke on any portion of the common elements where smoking is prohibited by this Rule.
- E. Grandfathered residents must take reasonable steps to ensure that the smoke does not migrate to the common elements or to other units (which could cause nuisance,

disturbance or harm to other residents of the building, or their guests). Without limiting the generality of the foregoing, the smoker must ensure that:

- a) all windows and exterior doors are closed when smoking takes place inside the unit;
  - b) the unit's exhaust fans are turned on, while anyone is smoking in the unit; AND
  - c) appropriate air filtering and/or purifying is installed to prevent second-hand smoke from entering neighbouring units or the common elements.
- F. Grandfathered residents are responsible for all costs incurred by the corporation to prevent migration of smoke or odours from the resident's unit to other units or the common elements.
- G. The grandfathering shall continue only until the earlier of:
- (a) The date on which the grandfathered resident ceases to reside on the property;
- Thereafter, the said Rule 6.1 will apply fully to all occupants of the unit, and their guests.

## **7. Cannabis**

### CANNABIS GROWING

- 7.1 No one is permitted to grow cannabis anywhere on the property (whether on the common elements or in any of the units), except as permitted by this Rule.
- 7.2 No one is permitted to grow cannabis on the common elements, without consent of the Board.
- 7.3 A resident (meaning a specific resident who is permitted – not their guests or other occupants of the unit) may grow cannabis in the resident's unit, but only subject to the following:
- (a) A resident is permitted to grow cannabis only if the resident has a medical need, and therefore a physician's prescription, for cannabis use. If requested by the Corporation, the resident will provide the Corporation with a copy of the prescription as well as such additional written evidence of the resident's medical need as may be reasonably requested by the Corporation.
  - (b) The cannabis growing must only be as necessary to meet the resident's personal needs for cannabis.
  - (c) The resident must give the Corporation prompt written notice that the resident is growing cannabis in the resident's unit.

- (d) The cannabis growing must not create any risk of expense, harm or injury to the property or to other residents [whether because of excessive humidity, excessive heat, excessive light, excessive consumption of water and/or electricity (which are bulk-metered in this condominium), or for any other cause related to the cannabis growing]; and the cannabis growing must also not cause or result in any unreasonable nuisance or disturbance to other residents in the condominium.
- (e) The cannabis growing must otherwise be in compliance with all federal, provincial and municipal laws dealing in any way with the licensing and/or regulation of the growing of cannabis.
- (f) In accordance with the Corporation's rights to access the units (set out in the Act and/or the Declaration), the corporation may enter the resident's unit, at any reasonable time or times, and in each case on reasonable notice, in order to inspect the growing of the cannabis.

#### CANNABIS SMOKING

- 7.4 The resident must in any event comply with this rule respecting smoking on the property (including smoking in the units). However, the Board may give written permission for a resident (meaning a specific resident who is permitted – not their guests or other occupants of the unit) to smoke cannabis in the unit, after receiving proof, reasonably satisfactory to the Board, that (for Human Rights reasons) the resident needs to be able to smoke cannabis in the unit in order to reside in the unit. [For this purpose, the resident may be asked to provide written evidence from a physician or other health care professional, sufficient to explain the medical need, including why it is necessary for the resident to smoke the cannabis in the unit (rather than somewhere else); and also sufficient to explain why the cannabis must be smoked (rather than ingesting it or receiving it by some other means).]
- 7.5 If permitted to smoke cannabis in a unit (as noted above), the smoker must take reasonable steps to ensure that the smoke does not migrate to the common elements or to other units (which could cause nuisance, disturbance or harm to other residents of the building, or their guests). Without limiting the generality of the foregoing, the smoker must ensure that:
- (1) all windows and exterior doors are closed when smoking takes place inside the unit;
  - (2) the unit's exhaust fans are turned on, while anyone is smoking in the unit; AND
  - (3) appropriate air filtering and/or purifying is installed to prevent second-hand smoke from entering neighbouring units or the common elements.



Cannabis smokers are responsible for all costs incurred by the corporation to prevent migration of smoke or odours from the resident's unit to other units or the common elements.

#### GENERAL

- 7.6 If the resident is not in compliance with any of the provisions of this Rule, or if the Board, acting reasonably, determines that the cannabis smoking is a nuisance or a disturbance or a source of harm, the smoker will, upon written request from the Corporation, immediately stop smoking in the unit.
- 7.7 If the resident is not in compliance with any of provisions of this Rule, or if the Board, acting reasonably, determines that the growing of cannabis in the unit is a nuisance or a disturbance or a source of harm, the grower will, upon written request from the Corporation, immediately stop growing cannabis in the unit and will immediately remove all cannabis plants from the unit.
- 7.8 Any permission to grow and/or smoke cannabis (as described above) ceases as soon as the need to do so (as also described above) comes to an end.

#### **8. Previous Rules**

Where any provision in this Rule is inconsistent with the provisions of any previous Rule, the provisions of this Rule shall prevail, and the previous Rule shall be deemed to be amended accordingly.





**CONDOMINIUM RULES: Respecting OCCUPANCIES and USE OF THE UNITS**  
**[Date of Board Resolution July 17, 2018]**

**Introduction**

The following Rules respecting the use of the common elements and/or units are made to promote the safety, security and welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.

The Rules of the Corporation are binding on each unit owner and his or her family, visitors, agents, tenants or occupants of the unit.

**Definitions**

Any words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

**1. General**

1.1 Any losses, costs or damages incurred by the Corporation by reason of a breach of these Rules by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:

- (a) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, the Act, Declaration, By-laws or Rules;
- (b) An administration fee in the amount of \$75.00\*, to be payable to the Corporation for any violation that continues after initial notice has been sent, and further administration fees of \$75.00\* per month, for each month during which the violation continues or is repeated.

[\*NOTE: This administration fee represents actual costs reasonably estimated to be incurred by the Corporation as a result of a violation of the Act, Declaration, By-laws or Rules; and may be reasonably increased, from time to time, by Board resolution.]

1.2 No restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

1.3 Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.

## 2. Tenancies

Article 3.2 (a) of the Declaration includes the following:

*“All units shall be occupied only for the purposes of a single family dwelling and for no other purpose...”*

2.1 Further to the foregoing, the following uses are prohibited:

- (a) Hotel-type, boarding or lodging house use (including a bed and breakfast, an on-line marketplace and hospitality service, an on-line short-term occupancy service, a time-share, or similar use);
- (b) Any transient use of the units, including, but without limiting the general meaning, any license, lease, sublease, house exchange or other occupancy for a planned duration of less than three (3) months.

2.2 Any lease, tenancy or other occupancy of a unit by someone other than the owner (including any sublease) shall be for an initial term of not less than three (3) months.

### Exceptions:

The Board may permit exceptions to this three-month minimum, provided the Board is reasonably satisfied that the occupancy in question will not offend or contravene the basic intent of this Rule, and provided the exception is confirmed by the Board, in writing, in advance. Without limiting the generality of the foregoing, such exceptions may include the following (provided they are approved by the Board, in writing, in advance):

- A. House sitting arrangements.
- B. The accommodation of visitors in the unit without receipt of payment or other consideration, where that accommodation is incidental to and normally associated with the permitted single family use of a dwelling unit.
- C. A tenancy for less than three (3) months where the Owner has a *bona fide* intention to complete a sale of the Unit at the conclusion of the tenancy.
- D. A tenancy for less than three (3) months if:
  - a. the term of the tenancy is not less than one (1) month;

- b. the Owner arranges only one such tenancy to start in a given calendar year;  
AND
- c. the Owner is the next occupant of the unit, following termination of the tenancy.

E. A sublease for less than three (3) months provided the sublease is for the entire balance of the lease (ie. until the end of the lease).

2.3 Section 83 of the Act applies to all licenses, leases, subleases and other tenancies of any duration. Article 3.4.1 of the Declaration (requiring that all tenants sign agreements as noted in that Article) also applies to all licenses, leases, subleases and other tenancies of any duration.

### **3. Use of the Units**

3.1 For the purposes of Article 3.2 of the Declaration, a “single family dwelling” means a unit occupied or intended to be occupied as a residence by one family alone, including guests and containing one kitchen. Furthermore, there can be only one lease (governing all occupants) for each rented unit. For the purposes of this Rule, a “boarder” is a person to whom room and board are regularly supplied for consideration and a “roomer” is a person to whom a room is regularly supplied for consideration. A boarder or roomer is someone who does not have the right to share the living areas of the home (such as the kitchen, living room and dining areas) equally with the other occupants of the home. Boarders and roomers are not permitted.

### **3.2 Definition of “family”**

In the Declaration and these Rules, a “family” means either:

- (a) A social unit consisting of parent(s) and their children, whether natural or adopted and includes other relatives if living with the primary group;
- (b) A person who is living alone;
- (c) Two persons who are married to one another or are living together in a conjugal relationship;
- (d) Two or more persons who are siblings of one another;
- (e) Two or more persons who are all owners of the unit; OR
- (f) Any two persons, provided it is clear that their collective intention is to live together permanently. Such declaration can be in the form of a statutory declaration.

(g) A family can also include one (and not more than one) co-occupant who does not fall within any of the above categories, provided this one co-occupant is not a roomer or boarder and lives in the unit along with an owner or tenant of the unit.

(h) A family, as defined above, can also include one or more persons who are living in the unit in order provide care or assistance to a member of the family.

**4. PREVIOUS RULES**

Where any provision in this Rule is inconsistent with the provisions of any previous Rule, the provisions of this Rule shall prevail, and the previous Rule shall be deemed to be amended accordingly.

**The effective date of this rule is August 23, 2018.**