

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580  
("the Corporation")

**Condominium Rules Respecting Smoking In General and Respecting Production of Cannabis**

**Date of Board Resolution April 3, 2019**

**Introduction**

The Corporation may pass rules from time to time in accordance with the *Condominium Act, 1998*. 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.

**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") have the meanings set out in the Act.

**Recitals**

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) Growing of cannabis can create odours that are bothersome and/or harmful to residents. Furthermore, growing of cannabis can involve excessive consumption of water; and can cause excessive humidity.
- (e) Second-hand smoke from cannabis can have a psychoactive effect on those exposed to the smoke. In addition, the odour of the smoke may be particularly bothersome to others and may affect their health.

Condominium corporations have a duty to take reasonable steps to address risks of second-hand smoke.

The Board has concluded that controlling smoking, and controlling the growing of cannabis, as set out in these Rules, is a reasonable way to protect residents (and their guests) from the risks identified above.

### **Effective Date of These Rules**

The effective date of these Rules is **July 1, 2019**.

### **General**

Any losses, costs or damages incurred by the Corporation by reason of a breach of these rules by any owner or their family, guests, servants, agents, tenants or occupants of their unit shall be borne by such owner and may be recovered by the Corporation against the owner in the same manner as common expenses in accordance with the provisions of the Act and the Corporation's Declaration. Such losses, costs or damages may include, but shall not necessarily be limited to, the following:

All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, the Act, Declaration, By-laws or Rules;

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.]

No restriction, condition, obligation or provision contained in any Rule of the Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

Each of these Rules is independent and severable. The invalidity or unenforceability of all or any part of any one or more of these Rules does not limit the validity, enforceability or effect of the remaining parts or Rules.

### **Additional Definitions**

#### **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 devices or any other activities that create smoke or chemical fumes.

## 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*) derived from a cannabis plant.

## Tobacco

Tobacco has the common meaning of that term under Ontario law, and includes any plant belonging to the genus *Nicotiana* as well as any of the preparations derived from a Tobacco plant, or any other substance containing chemicals (such as nicotine) that are derived from a Tobacco plant.

### **No Smoking on Common Elements**

Smoking is not permitted in or on any part of the common elements, including exclusive-use common elements.

### **No Smoking in Units**

Smoking is generally not permitted in any unit. However it may be permitted for medical reasons under the conditions set out below in paragraphs 7.3 to 7.5.

## **Cannabis**

### **CANNABIS GROWING**

No one may grow cannabis anywhere on the property (whether on the common elements or in any of the units), except as permitted by paragraph 7.2.

A resident, but not their guests or other occupants, may grow cannabis in the resident's unit if the following conditions are met:

- (a) The resident has a medical need, and 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 medical needs.
- (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 (which are bulk-metered in this

condominium), or for any other cause related to the growing]. The growing must also not cause or result in any unreasonable nuisance or disturbance to other residents of the condominium.

- (e) The cannabis growing must comply with all federal, provincial and municipal laws about 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, to ensure that the cannabis is being grown in accordance with these rules.

### CANNABIS SMOKING

A resident (not their guests or other occupants of the unit) may smoke cannabis in the unit after providing proof to the Board that the resident needs to be able to smoke cannabis in the unit for medical reasons. [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 taken by other means).]

If the resident meets the conditions set out in paragraph 7.3 for smoking cannabis in a unit, the resident 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:

- all windows and exterior doors are closed when smoking takes place inside the unit;
- the unit's exhaust fans are turned on, while the resident is smoking in the unit;
- AND
- appropriate air filtering and/or purifying equipment 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.

Any permission under these Rules to grow or smoke cannabis, or both (as described above) ceases as soon as the medical need to do so (as also described above) ends.

### **General**

If a resident violates these Rules, or if the Board reasonably determines that the cannabis smoking is a nuisance or a disturbance or a source of harm to others, the resident will, upon written request from the Corporation, immediately stop smoking in the unit.

If these Rules are inconsistent with any previous Rules, the current Rules prevail.