

# INDOOR PLANT POLICY

Wisma Mega Indah Inc.

July 2019

WISMA MEGA INDAH Inc.

## INDOOR PLANTS POLICY

**Revised and Approved by the Board of Directors**

Date: June 25, 2019

### **Rationale**

Growing plants indoors typically requires water, heat and light to be provided to the plants, which may lead to problems in certain circumstances such as damage from water leakage or humidity, risk of fire from heat or light sources, or increased electricity usage.

Such problems may lead to other problems, such as mould infestations, which can in turn result in health issues for people at the Residential Complex.

Such problems can also result in increased maintenance and repair, cleaning, and redecorating costs.

Wisma Mega Indah Inc. supports an environment in which individuals are permitted to grow plants indoor, within reason, but are responsible for any problems or damages that occur as a result.

Wisma Mega Indah Inc. also supports an environment that is safe from health and safety concerns arising from growing plants indoors, including but not limited to mould growth, and is committed to promoting a healthy community with safe living and working environments.

Wisma Mega Indah Inc. believes that it is desirable for the health, safety and welfare of the residents, visitors and employees of Wisma Mega Indah Inc. to have a policy to address any adverse impacts that may arise from growing plants indoors.

In order to address these concerns, the Board of Directors of Wisma Mega Indah Inc. has passed this policy.

## General

1. Effective July 1, 2019, all new leases signed with Wisma Mega Indah Inc. will require tenants to comply with this policy.

## Definitions

2. In this policy:

**Residential Unit** means a unit to which this policy applies.

**Residential Complex** means the property owned by Wisma Mega Indah Inc. at

- 1205 Vanrose St., Mississauga, Ontario

**Tenant** means an individual who has entered a lease to which this policy applies.

## Tenant's Responsibilities

3. The Tenant and other occupants of their Residential Unit may grow plants in their Residential Unit, provided that they are not in contravention of any government laws, regulations, or by-laws, by doing so.
4. While the Tenant and other occupants of their Residential Unit may grow plants in their Residential Units, the Tenant is responsible for ensuring that there is no:
  - (a) contravention of any government laws, regulations, or by-laws;
  - (b) damage caused to their Residential Unit or any other part of the Residential Complex; or
  - (c) health concerns or circumstances that could give rise to a health concern (including but not limited to mould infestation) created affecting their Residential Units or any other part of the Residential Complex

as a result of plants being grown in their Residential Unit.

5. The Tenant and other occupants of their Residential Unit will not give their permission to anybody who is not an occupant of their Residential Unit to grow plants in their Residential Unit or at any other location at the Residential Complex.

6. If any government laws, regulations, or by-laws are contravened by a Tenant or another occupant of their Residential Unit growing any plants indoors or permitting any plants to be grown at the Residential Complex, the Tenant is responsible to indemnify Wisma Mega Indah Inc. for any awards, damages, penalties, fines or other costs that Wisma Mega Indah Inc. is required to pay to anybody else as a result.
7. If there is any damage to any part of the Residential Complex as a result of a Tenant or another occupant of their Residential Unit growing any plants indoors or permitting any plants to be grown at the Residential Complex, the Tenant is responsible to indemnify Wisma Mega Indah Inc. for the costs of any repairs or remediation that is required as a result, as well as for any awards, damages, penalties, fines or other costs that Wisma Mega Indah Inc. is required to pay to anybody else as a result.
8. If any health concerns or circumstances that could reasonably give rise to health concerns arise as a result of a Tenant or another occupant of their Residential Unit growing any plants indoors or permitting any plants to be grown at the Residential Complex, the Tenant is responsible to indemnify Wisma Mega Indah Inc. for the costs of any repairs or remediation that is required as a result, as well as for any awards, damages, penalties, fines or other costs that Wisma Mega Indah Inc. is required to pay to anybody else as a result.
9. If there is any increased consumption of electricity or other utilities that are paid by Wisma Mega Indah Inc. as the result of a Tenant or another occupant of their Residential Unit growing any plants indoors or permitting any plants to be grown at the Residential Complex, the Tenant is responsible to reimburse Wisma Mega Indah Inc. for any increased costs paid by Wisma Mega Indah Inc. as a result.
10. If any of the circumstances in paragraphs 6 – 10 occur, Wisma Mega Indah Inc. may place further conditions on the Tenant or other occupants of their Residential Unit growing plants indoors or permitting any plants to be grown at the Residential Complex. The conditions may include prohibiting the Tenant or other occupants of their Residential Unit from growing plants indoors or permitting any plants to be grown at the Residential Complex altogether. If Wisma Mega Indah Inc. imposes such conditions, then any breach of such conditions is a breach of this policy for which the Tenant is responsible.
11. It is the responsibility of the Tenant to ensure that not only the Tenant, but also other occupants of the Residential Unit, comply with this policy, and the Tenant shall inform other occupants of the Residential Unit of this policy.

12. The Tenant is responsible for any breach of this policy by the Tenant or any other occupant of their Residential Unit.
13. If there is more than one Tenant in respect to a particular Residential Unit, then each of them is jointly and severally responsible for any breach of this policy by any of them.

### **Breach**

14. A breach of this policy by a Tenant or another occupant of their Residential Unit may result in eviction proceedings. However, Wisma Mega Indah Inc. may not, and is not required to, take eviction proceedings in the event of every breach of this policy.
15. Instead, Wisma Mega Indah Inc. may take factors such as
  - (a) the circumstances and severity of the breach and its impact on others;
  - (b) the extent of any damages caused by, or repair or remediation work required by, a breach;
  - (c) whether the Tenant pays to or reimburses Wisma Mega Indah Inc. for any amounts that the Tenant is responsible as the result of such a breach;
  - (d) whether there have been multiple breaches for which the same Tenant is responsible; and
  - (e) any other considerations that Wisma Mega Indah Inc. considers to be relevant into consideration in deciding how to respond to a breach of this policy.
16. If Wisma Mega Indah Inc. does not take eviction proceedings on the occurrence of a breach of this policy, it does not waive the right to take eviction proceedings in respect of a further breach of this policy.
17. Wisma Mega Indah Inc. reserves the right to take eviction proceedings against the Tenant in the event that any of the circumstances in paragraphs 6-10 occur, even if it is the first time that any such circumstances have occurred.
18. Upon vacating their Residential Unit, Tenants will be charged for any costs incurred due to growing plants in their Residential Unit that is beyond the normal cost of unit repair. Costs attributable to normal wear and tear to the unit not related to growing plants in their Residential Unit will not be charged back to the Tenant.

## Miscellaneous

19. A copy of this policy will be given to all Tenants. Tenants are reminded of their responsibility to review updated or new policies.
20. If any part of parts of this policy are determined to be illegal or unenforceable, those parts of the policy will be deemed to be severed from this policy, and the rest of the policy will remain in effect.

End.