

SMOKE FREE POLICY

Wisma Mega Indah Inc.

July 2019

WISMA MEGA INDAH Inc

SMOKE-FREE POLICY

Revised and Approved by the Board of Directors

Date: June 25, 2019

Rationale

Exposure to second-hand smoke is a health hazard because of its adverse effects and risks to the health of people. Exposure to second hand smoke can also be an irritant for some people.

The Province of Ontario has passed laws prohibiting smoking in indoor common areas of multi-unit residential complexes, as well as enclosed public areas and workplaces.

The Region of Peel has also implemented by-laws regarding smoking in public and enclosed areas.

Smoking in residential units and enclosed common areas can also create an increased risk of fire as well as increased maintenance, cleaning and redecorating costs.

Wisma Mega Indah Inc. supports an environment that is safe from second-hand smoke, and is committed to promoting a healthy community with safe living and working environments.

Wisma Mega Indah Inc. also believes that it is desirable for the health, safety and welfare of the residents, visitors and employees of Wisma Mega Indah Inc. to prohibit smoking in certain areas, and to limit the effects of second-hand smoke.

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

General

1. Effective July 1, 2019, all new leases signed with Wisma Mega Indah Inc. will require tenants to comply with this policy.
2. Existing tenants will be “grandfathered” (exempted) from this policy as long as they are not required to sign a new lease. Existing tenants may choose to sign a new lease that adopts this policy if they wish. However, everybody has to comply with any government laws, regulations, or by-laws regarding smoking whether or not this policy applies to them.
3. 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

Smoke or **Smoking** includes the inhaling, exhaling, breathing or carrying of a lighted cigar, cigarette, pipe, other tobacco product, or cannabis, or any vaping or e-cigarette device, as well as any other lighted substance or any other lighted smoking equipment.

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

Prohibitions

4. Smoking is prohibited in any of the following areas:
 - (a) Any part of any Residential Unit. This includes all indoor area of the Residential Unit.
 - (b) Any enclosed areas at the Residential Complex;
 - (c) Any children’s playground at the Residential Complex, or within 9 metres or 30 feet of any part of such a playground;
 - (d) Any place at the Residential Complex that is within 9 metres or 30 feet of any entrances, exits, windows, doors or air intakes at the Residential Complex;
 - (e) Any area at the Residential Complex where Wisma Mega Indah Inc. has posted a sign prohibiting smoking;

- (f) Any area specifically designated in the Tenant's lease; and
- (g) Any other place at the Residential Complex where smoking is prohibited by any government laws, regulations, or by laws.

Responsibility of Tenants

- 5. The Tenant is required to follow this policy.
- 6. The Tenant is also responsible to ensure that any people that he or she allows on the Residential Complex follow this policy.
- 7. The Tenant is also responsible to ensure that other occupants of their Residential Unit, and any people allowed on the Residential Complex by other occupants of their Residential Unit, follow this policy.
- 8. The Tenant shall inform other occupants of their Residential Unit, and any people that either the Tenant or other occupants of their Residential Unit allow on the Residential Complex, of this policy.
- 9. If there is more than one Tenant in any particular Residential Unit, then each of them is jointly and severally responsible for any breach of this policy by any of them.

Exemptions

- 10. Wisma Mega Indah Inc. complies with the Ontario Human Rights Code (the **Code**), and this policy is to be applied in a manner that is consistent with the requirements of the Code. This means that there may be circumstances where an exemption to this policy is required to accommodate the human rights of an individual or individuals.
- 11. Where an individual wishes to seek an exemption to this policy for a reason related to their human rights under the Code, they will have to make a request for the exemption in writing to the Management Office for the attention of the Property Manager or their designate. Such requests will be dealt with on a case-by-case basis, and exemptions may have to account for the rights of other individual(s) under the Code.

Breach

- 12. A breach of this policy by a Tenant, another occupant of their Residential Unit, or any people that either the Tenant or other occupants of their Residential Unit allow

on the Residential Complex 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.

13. 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.
14. 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.
15. Upon vacating their Residential Unit, Tenants will be charged for any costs incurred due to smoking related damage to 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 smoking will not be charged back to the Tenant.

Miscellaneous

16. Wisma Mega Indah Inc. does not guarantee the health of the occupants of or visitors to the Residential Complex, nor that the Residential Complex will be smoke free.
17. Wisma Mega Indah Inc. has not given any warranty or made any representation that the Residential Complex or any Residential Units will have any higher or improved air quality than any other rental properties, or that the Residential Complex or Residential Units will be free from second-hand smoke.

18. A copy of this policy will be posted in the Bulletin Board and Wisma's website, printed copy is available to all Tenants upon request. Tenants are reminded of their responsibility to review updated or new policies.
19. 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.