

CERTIFICATE IN RESPECT OF A RULE

(Under subsection 58(7) of the *Condominium Act, 1998*)

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 678 (the "Corporation") certifies that:

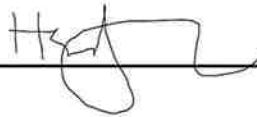
1. On May 11th, 2018, the Corporation duly gave notice of the attached rule to the owners of the Corporation;
2. Within 30 days after the board has given notice of the rule, the Corporation did not receive a requisition for a meeting of owners from owners owing at least 15 per cent of the units;
3. The attached rule is therefore effective as of July 1, 2018.

DATED at Ottawa on: July 12, 2018.

**OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO. 678**

Per: _____

Hsiu Hong
President



We have the authority to bind the Corporation.

**RULE ON SMOKING AT
OTTWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 678
(the "Corporation")**

Adopted pursuant to Section 58 of the *Condominium Act, 1998*

WHEREAS pursuant to section 58 of the *Condominium Act*, the Board of Directors of the Corporation has the authority to pass rules governing the use and occupation of units in order 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;

WHEREAS second hand smoke (including that which is exhaled or that emanating from lit tobacco, cannabis or other similar substances) causes irritation, discomfort and nuisance to many and whereas it is a known health hazard;

WHEREAS it is impossible to completely prevent the migration of smoke, second-hand smoke and/or the migration of the odor of burning tobacco, cannabis and other similar substances, between units and/or from units to common elements;

WHEREAS the growing of cannabis can result in damage to units and/or common elements, including damage by moisture/mould or as a result of spores emanating from the growing of cannabis plants and whereas the growing and transformation of cannabis and similar substances may result in disproportionate use of utilities and may increase fire and other hazards;

WHEREAS smoking increasing risk of fire as well as maintenance and cleaning costs; and,

WHEREAS the *Smoke-Free Ontario Act* of Ontario already prohibits smoking in any and all common areas of the condominium;

NOW THEREFORE the following the following is enacted as a rule of the Corporation:

Effective date

1. This rule is in effect as of **June 15, 2018**, subject to the grandfathering provisions herein.

Definitions

2. Unless otherwise defined herein, any words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time) or in the Regulations thereunder or in any successor legislation thereto shall have ascribed to them the meanings set out in the Act. Specifically, in this rule, the following words or phrases are defined as follows:
 - a. **"Act"** means the *Condominium Act, 1998*, S.O. 1998, c.19 and all regulations thereunder and any amendments to said Act and regulations and any successor legislation;
 - b. **"Board of Directors"** or **"Board"** means the board of directors of the Corporation;

- c. **"Cannabis"** includes cannabis, marijuana, hashish and other or similar drug, whether in the form of a seed, plant, leaf, flower, stalk, branch or part thereof or any by-product or any substance containing any of the aforementioned;
- d. **"Corporation"** means Ottawa-Carleton Standard Condominium Corporation No. 678;
- e. **"Owner"** or **"Owners"** means "owner" as defined in the Act and shall mean the owner(s) of a residential unit;
- f. **"Occupant"** or **"Occupants"** means anyone who is a resident or who occupies any residential unit in the Corporation, for any length of time, and includes, but is not limited to any Owner and any tenant, their families, visitors, guests, clients, employees, contractors, agents, servants or anyone who is permitted to reside or to be present in a residential unit for any period of time by the Owner or by the tenant of the unit;
- g. **"Smoke", "Smoking" or "Smoking Product"** mean and include, but are not limited to, the smoking, inhaling, exhaling, burning of, or holding of lighted cigarette, cigar, tobacco and/or tobacco product, of Cannabis and/or any other substance which is consumed through lighting, burning, smoking or vaping as well as the use of pipes or any other lighted smoking equipment.

No smoking

- 3. Except as otherwise grandfathered by this rule (as defined further below), no one shall Smoke or hold a lighted Smoking Product in any unit, on any common elements, on any exclusive-use common elements (including any balcony, patio or terrace) or anywhere on the Corporation's property, unless outside and at least 9 meters away from the building and from any entrances.
- 4. This prohibition applies to anyone on the property, including Owners, Occupants, contractors, visitors or anyone for whom the aforementioned are responsible.

Grandfathering provision

- 5. Notwithstanding the foregoing, this rule is subject to the following "grandfathering provision".
- 6. For the duration of the grandfathering provision, the following Occupants shall be permitted to smoke in their unit only (not on their exclusive use balcony, patio or terrace) subject to the following:
 - a. Grandfathering will only apply to Occupants of units who, at the time this rule is first circulated, occupy or reside in a unit by virtue of ownership or by virtue of an existing valid lease;
 - b. To be grandfathered, an Owner wishing to grandfather Occupants of his/her unit shall provide the Corporation, in writing and within 30 days of the passing of this rule, the unit number, the Occupants' full name and age, proof of residency (if requested by the Corporation) and, in the case of tenants, and the expiry of the lease;

- c. The grandfathering provision will automatically cease at the first of the following events:
 - i. When the Occupant of the unit ceases to occupy the unit;
 - ii. If the grandfathered Occupant is the tenant of a unit, when the Occupant ceases to occupy the unit or at the end of the lease;
 - iii. In any other event, on the second anniversary of the adoption of this rule. The grandfathering period will end on July 1st, 2020;
- d. The Board of Directors may, at its sole discretion, extend in writing the grandfathering provision with respect to a specific Occupant in exceptional circumstances for any duration. In doing so, the Board of Directors will consider the specific situation of the Occupant seeking to be grandfathered and of the neighbours;
- e. Notwithstanding the foregoing, the grandfathering provision only applies to the Smoking of tobacco and will only apply to Smoking inside the Occupant's unit. Stated otherwise, the grandfathering provision will not permit an Occupant to Smoke Cannabis, or any substance other than tobacco. Moreover, the grandfathering provision will not permit anyone to Smoke on any of the common elements (including exclusive-use common elements such as, but not limited to balcony, patio or terrace) or anywhere on the property other than in the grandfathered unit or outside at more than 9 meters away from the building or from any entrances;
- f. Grandfathered Occupants shall ensure that all of their doors and windows are closed and that they use and operate an adequate and appropriate air filtering system at all times while Smoking. They may be required to take further and additional steps to prevent the migration of smoke or odour from their unit onto common elements or onto other units, all at the cost of the unit Owner, at the request of the Corporation;
- g. Notwithstanding the above, in the event that a complaint is received by the Corporation that smoke or odours is entering other units or the common elements as a result of Smoking in a unit, and that the complaint is not resolved by the grandfathered Occupant(s) to the satisfaction of the Board of Directors at its unfettered discretion following the receipt of written notice of the complaints from the Board or management, the Board and/or management may, by written notice to the grandfathered Occupant(s) or the Owner(s) of the unit occupied by the grandfathered Occupant(s), end the grandfathering period and prohibit smoking in the unit;

No cannabis

7. In addition to the above, and notwithstanding any federal, provincial or municipal legislation or regulation permitting it, no one shall grow, keep or cultivate any plant of Cannabis in any unit, on any common elements, on any exclusive-use common elements, including any balcony, patio or terrace, or anywhere on the Corporation's property, whether inside or outside.

Medicinal exceptions and accommodations

8. Exceptions to certain provisions of this rule may be made by the Corporation, on a case by case basis, to reasonably accommodate *bona fide* diagnosed recognized disabilities, as required and in the context of a treatment plan prescribed by a treating physician licensed to practice in Ontario. Such accommodation must be granted by the Corporation, in writing, in advance of it being exercised.
9. Any Occupant requiring an accommodation must request it in writing from the Corporation prior to exercising it. The Corporation may request, on an ongoing and on a reasonably required basis, and the Occupant requesting the accommodation must provide within a reasonable time, written confirmation of the following from a treating physician licensed to practice in Ontario:
 - a. A confirmation of the existence of a recognized and diagnosed disability;
 - b. A confirmation and details related to the treatment plan as they pertain to the accommodation being sought;
 - c. The level of accommodation required and available alternatives to the accommodation;
 - d. Sufficient information to support the requirement of the accommodation sought;
 - e. Any other written evidence or documentation reasonably required by the Corporation to adequately determine the accommodation reasonably required.
10. An accommodation will only be granted to the extent that it is reasonably required to accommodate the disability and only to respond to the Occupant's actual medical needs.
11. The accommodation must not create any risk of harm, injury or damage to the property or to other residents and must not result in unreasonable nuisance, annoyance, interference or disruption to other residents. The Corporation may require the accommodated Occupant to take, at his or her cost, any and all reasonably required additional measures to minimize any form of transmission of smoke or odour from the unit such as, but not limited to, the continuous use of adequate air filtering systems and other precaution to avoid harm, injury or damage to the property or to other residents or unreasonable nuisance, annoyance, interference or disruption of other residents.
12. Any authorize use resulting from an accommodation must also comply with all federal, provincial or municipal laws.

Lease of Units

13. Owners leasing their unit, or Occupants subleasing a unit, must indicate in the Residential Tenancy Agreement (Standard Form of Lease), or any other lease or agreement in lieu thereof or supplementing it, that the rules of the Corporation prohibit:
 - a. Smoking or holding a lighted Smoking Product in any unit, on any common elements, on any exclusive-use common elements (including any balcony, patio or terrace) or anywhere on the Corporation's property, unless outside and at least 9 meters away from the building and from any entrances; and
 - b. Growing, keeping or cultivating any plant of Cannabis in any unit, on any common elements, on any exclusive-use common elements (including any balcony, patio or terrace) or anywhere on the Corporation's property, whether inside or outside.

General clauses

14. Any losses, costs or damages incurred by the Corporation by reason of a breach of this rule by any Owner and/or Occupant (including, without limitation, remediation or cleaning costs, as well as legal costs on a full indemnity basis to enforce this rule or to defend an unsuccessful arbitration or legal proceeding by an Owner or Occupant as it relates to this rule) shall be borne and paid for by the Owner of the unit in question and shall be deemed to be an additional contribution towards the common expenses payable by such Owner and shall be recoverable as such.
15. Each of the provisions of this rule shall be deemed to be independent and severable. The invalidity of any part of this rule shall not impair or affect in any manner the validity, enforceability or effect of the balance of this rule.
16. No provision contained in this rule shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches of this rule which may occur.

Date: May 11, 2018