



## **TORONTO STANDARD CONDOMINIUM CORPORATION No. 2346**

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Tuesday, February 19, 2019.

**To: All Unit Owners of Toronto Standard Condominium Corporation No. 2346**

**Re: Notice of New Rule: Smoke-Free Environment Rule**

Dear unit owners:

Please find enclosed a copy of the Corporation's new Rule 11, which was passed by the board of directors on January 28, 2019.

Second-hand smoke and odours from tobacco and cannabis related products contaminate the air in the common elements and the units, and create unreasonable interference with the use and enjoyment of the common elements and the units. In order to better address this ongoing concern, the board of directors has passed the enclosed rule prohibiting tobacco and cannabis smoking, as well as prohibiting the production of cannabis in the units and on the common elements, subject to certain exemptions as set out in the enclosed rule.

In accordance with Section 58 of the *Condominium Act*, 1998, as amended, (the "Act"), the board of directors may make, amend or repeal rules respecting the use of the common elements and units in order to: (a) promote the safety, security or welfare of the owners and of the property and assets of the corporation; or, (b) prevent unreasonable interference with the use and enjoyment of the units, the common elements or assets of the corporation.

Any rules that are made, amended or repealed by the board of directors shall become effective thirty-one (31) days after notice of the rule has been given to each unit owner, unless the board of directors is in receipt of a valid requisition prior to that date. Unit owners have the right to requisition a meeting of owners in accordance with the requirements of section 46 of the *Act*. If a valid requisition is received, then the proposed rule will become effective at the time determined by subsections 58(7) and 58(8) of the *Act*. A copy of section 46 and section 58 of the *Act* are enclosed for your reference.

All unit owners are deemed to have received notice of the new rule by Wednesday, February 20, 2019. The rule will become effective on Monday, March 25, 2019, unless a meeting of owners is requisitioned as noted above.

Please direct any questions regarding the enclosed rule to property management in writing for consideration by the board of directors.

Sincerely,

Per: 

Name: Benjamin T Moore

Title: President of the Board of Directors

For and on behalf of the Board of directors of

**Toronto Standard Condominium Corporation No. 2346**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2346  
(the "Corporation")**

**SMOKE-FREE ENVIRONMENT RULE**


**WHEREAS** the board of directors has determined that it is in the best interest of the Corporation to pass a rule in order to prohibit tobacco smoking, cannabis smoking and the production of cannabis in the units and the exclusive use common elements;

**NOW THEREFORE**, on a motion made by Ben T. Moore, and seconded by Vinesh Lala, the board of directors hereby resolves that:

1. The proposed Smoke-Free Environment Rule attached hereto is hereby created in accordance with section 58 of the Condominium Act, 1998, and,
2. Notice of the Smoke-Free Environment Rule shall be delivered to the owners of the corporation stating that the Smoke-Free Environment Rule are to become effective 31 days after notice has been deemed to be delivered to owners unless a requisition is received by the Corporation.

DATED this 28<sup>th</sup> day of January, 2019.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2346

  
\_\_\_\_\_  
Name: Benjamin T Moore  
Title: President

  
\_\_\_\_\_  
Name: Vinesh Lala  
Title: Secretary

  
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Name: Gautam Malik  
Title: Director

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2346**  
**(the "Corporation")**

**RULE 11 - SMOKE-FREE ENVIRONMENT RULE**

**WHEREAS:**

- A. The board of directors may, in accordance with Section 58 of the *Condominium Act, 1998*, as amended (the "*Act*"), enact rules respecting the use of the common elements and the units to: (i) promote the safety, security, or welfare of the owners and of the property and assets of the Corporation; or, (ii) prevent the unreasonable interference with the use and enjoyment of the common elements, the units and the assets of the Corporation;
- B. Cultivating or growing cannabis plants in the units presents a risk of: (i) damage to the units and the common elements, including damage resulting from humidity, moisture and condensation, which can create mould and spores in the units, including walls, ceilings and floors; (ii) increased fire hazards resulting from using household appliances to dry cannabis; (iii) a disproportionate consumption of utilities, including water; and, (iv) insect infestations (including but not limited to leaf miner, red spider mites, caterpillars, thrips, whiteflies, aphids, cochineal, fungus gnats, nematodes, slugs and snails;
- C. Offensive odours created or generated from smoking cannabis and from cultivating or growing cannabis plants can contaminate air in the common elements and the units, and can be a nuisance that unreasonably interferes with the use and enjoyment of the common elements and the units;
- D. Similarly, odours and second-hand smoke from smoking tobacco can also contaminate air in the common elements and the units, and can be a nuisance that unreasonably interferes with the use and enjoyment of the common elements and the units;
- E. Improperly discarding cigarettes and other tobacco products and cannabis-filled rolls presents a fire hazard, and creates a risk of injury to individuals, and a risk of damage to personal property and condominium property;
- F. The board of directors has determined that prohibiting the smoking of tobacco, the smoking of cannabis, and the production or cultivation of cannabis is a reasonable way to prevent damage to the units and common elements, and to protect owners and residents from being exposed to second-hand smoke on the property and from unreasonable nuisance and interference with the use and enjoyment of the units and the common elements; and,
- G. It is intended that this Preamble shall form an integral part of this Rule.

**NOW THEREFORE**, the Corporation hereby enacts the following as Rule 11 of the Corporation:

- 1. **Definitions:** For the purpose of this Rule:
  - (b) **"Grandfathered Unit"** shall have the meaning in Section 3.
  - (c) **"Medically Exempt Unit"** shall have the meaning in Section 4.

- (d) **"Owner"** shall mean the registered owner of a unit in the Corporation.
  - (e) **"Occupant"** shall mean any individual(s) occupying a Unit with the Owner's consent, permission or approval, whether or not pursuant to a lease arrangement.
  - (f) **"Production of Cannabis"** is defined as obtaining cannabis by any method or process, including by manufacturing, synthesis, altering its chemical or physical properties by any means, or cultivating, propagating, processing or harvesting cannabis or any living thing from which cannabis may be extracted or otherwise obtained, and shall specifically include the cultivation of cannabis plants.
  - (g) **"Smoking"** shall include the inhaling, breathing, carrying, vaping or possession of any lit and/or smoke-producing product or substance (whether tobacco or cannabis), including electronic cigarettes, cigars and pipes.
  - (h) **"Unit"** shall mean any unit as identified in the Corporation's declaration.
2. **No Smoking and No Production of Cannabis:** Except as provided in Section 3 and Section 4 below, Smoking is strictly prohibited in all Units and on the common elements, including any exclusive-use common elements (i.e. patios, balconies and terraces), as well as within nine (9) metres of any door or window of any building or structure on the property. The Production of Cannabis is strictly prohibited in all Units and on the common elements, including any exclusive-use common elements (i.e. patios, balconies and terraces).
3. **Grandfathering of Existing Smokers and the Production of Cannabis:**
- (a) Notwithstanding the prohibition in Section 2, and subject to the notification requirement that follows, any Smoking or the Production of Cannabis by any Owner or Occupant within a Unit that was otherwise legally permitted prior to this Rule becoming effective, may, for the purposes of this Rule, be grandfathered (hereinafter the **"Grandfathered Unit"**).
  - (b) In order to be considered for a Grandfathered Unit exemption, the Owner of the Unit must notify the Corporation of the existing Smoking or Production of Cannabis, including all persons for whom the exemption is being sought and their relationship to the Owner, in writing on such form as created by the Corporation from time to time, within thirty (30) days of the date that this Rule becomes effective. The obligation to notify the Corporation is that of the Owner. Requests for a Grandfathered Unit exemption will not be accepted from tenants or other non-Owners. It is up to the Owner to communicate with his or her tenant(s) or Occupant(s), if any, in this regard. The failure to notify the Corporation within the specified timeframe shall disqualify the subject Unit from being granted a Grandfathered Unit exemption. The Grandfathering is applicable to the smokers or growers listed, not to the Unit.
  - (c) Whether or not the status of a Grandfathered Unit is granted shall be determined by the Corporation's board of directors in its full and unfettered discretion. In addition to any other requirements that the Corporation may request, Owners must provide the Corporation with whatever the Corporation deems necessary in

order for the board of directors to determine if the granting of this exemption is warranted. Any related or associated costs shall also be the subject Owner's sole responsibility. The subject Owner shall indemnify the Corporation for any and all costs that the Corporation may incur as a result of addressing this request, failing which, the exemption may not be granted.

- (d) If a Grandfathered Unit exemption is provided, it shall only apply to the Owner's Residential Unit, as that term is defined in the Corporation's declaration and the listed individuals as defined above.
- (e) If the status of Grandfathered Unit is granted by the Corporation, as determined by the board of directors in its full and unfettered discretion, it must be granted in writing and may be subject to any conditions and/or requirements (in addition to anything specified in this provision) that the board of directors deems necessary from time to time. If permitted, then, in addition to any other requirements specified by the board of directors, the Owner of the subject Unit must take all steps to ensure that:
  - (i) The Smoking and/or the Production of Cannabis is entirely contained in the Unit;
  - (ii) All windows and exterior doors to the Unit are in a closed position when Smoking in the Unit;
  - (iii) The exhaust fans in the Unit are turned on when Smoking in the Unit;
  - (iv) Adequate air filters and/or purifiers are installed to prevent second-hand smoke and odours from entering other Units or the common elements;
  - (v) The permitted Production of Cannabis: (i) is conducted in accordance with the applicable laws of Canada; and, (ii) will not in any way adversely affect the Corporation, the property and/or residents within the Corporation including, but not limited to, the subject Unit, other Units, the common elements, the assets of the Corporation and/or the Corporation's utilities in any manner, be it by way of creating damage, nuisance, unreasonable interference, increased costs to the Corporation or otherwise, as determined by the board of directors in its full and unfettered discretion; and,
  - (vi) Smoking is not permitted whenever the Corporation's agents are within the subject Unit. In this regard, the Corporation may also specify in its entry notice that the subject Unit must be properly ventilated prior to the required access.
- (f) If, in the opinion of the board of directors, in its discretion, the Smoking and/or the Production of Cannabis in a Grandfathered Unit is causing or creating a nuisance, then, notwithstanding the foregoing, the Owner shall take all steps that the board of directors deems necessary to eliminate the nuisance within the timeframe to be established by the board of directors. Such steps may include, but are not limited to, the installation of additional exhaust fans with smoke sensitive automatic controls and the entering into an alteration agreement in

accordance with Section 98 of the *Act* (if alterations to the common elements are required). Any associated costs will be the sole responsibility of the Owner.

- (g) The Grandfathered Unit status may be revoked by the Corporation upon written notice to the subject Owner in the event the board of directors deems it necessary to do so including but not limited to: (i) if any of the foregoing is breached and/or not satisfied, as determined by the Corporation's board of directors in its full and unfettered discretion; (ii) the Smoking or Production of Cannabis becomes a nuisance for and/or creates an unreasonable interference with other Occupants within the Corporation as determined by the Corporation's board of directors in its full and unfettered discretion; and/or (iii) any other reason(s) that the board of directors in its full and unfettered discretion deems just.
- (h) A Grandfathered Unit exemption shall automatically terminate upon the earlier of any of the following occurrences:
  - (i) The sale or transfer of the Grandfathered Unit;
  - (ii) The termination of a lease of a Grandfathered Unit if the Occupant that was granted the Grandfathered Unit exemption was a tenant of such Unit; or,
  - (iii) The Owner or Occupant whose Smoking or Production of Cannabis was granted a Grandfathered Unit exemption ceases to reside in the Grandfathered Unit.

#### 4. Medical Exemption:

- (a) The board of directors may grant a medical exemption to an Owner or an Occupant authorizing the Smoking of cannabis and/or authorizing the Production of Cannabis in a Unit if an Owner or an Occupant requires accommodation on medical grounds (hereinafter referred to as a "**Medically Exempt Unit**").
- (b) In order to be considered for a Medically Exempt Unit exemption, the Owner or Occupant requiring accommodation must notify the Corporation of the medical requirement for an exemption in writing, and shall provide the board of directors with documentary evidence from a licensed physician in the Province of Ontario treating the Owner or Occupant seeking the exemption. Such documentary evidence shall, among other things that may be requested by the board of directors, clearly state in writing that: (i) there is no other means of ingesting, administering or otherwise using cannabis to treat the medical condition other than by Smoking cannabis; and, (ii) the Production of Cannabis to satisfy the medical requirement is necessary and there is no other method by which to adequately satisfy the supply of cannabis to treat the medical condition.
- (c) If a Unit is granted a Medically Exempt Unit exemption, such exemption must be confirmed in writing by the board of directors in order to be effective, and may be subject to any conditions that the board of directors deems reasonably necessary from time to time. The board of directors, acting reasonably, may at any time request that the medical requirement for the exemption be reconfirmed and/or

require that any additional documentary evidence be provided to establish and/or re-establish the medical requirement for the exemption.

(d) Where a Medically Exempt Unit exemption is granted, the Owner or Occupant that was granted the Medically Exempt Unit exemption shall ensure that:

- (i) Smoking and/or the Production of Cannabis is entirely contained in the Unit;
- (ii) All windows and exterior doors to the Unit are in a closed position when Smoking cannabis in the Unit;
- (iii) The exhaust fans in the Unit are turned on when Smoking cannabis in the Unit; and,
- (iv) Adequate air filters and/or purifiers are installed to prevent second-hand smoke and odours from entering other Units or the common elements.

(e) If, in the opinion of the board of directors, in its discretion, the Smoking is causing or creating a nuisance, then, notwithstanding the foregoing, the Owner shall take all steps that the board of directors deems necessary to eliminate the nuisance within the timeframe to be established by the board of directors. Such steps may include, but are not limited to, the installation of additional exhaust fans with smoke sensitive automatic controls and the entering into an alteration agreement in accordance with Section 98 of the *Act* (if alterations to the common elements are required). Any associated costs will be the sole responsibility of the Owner. Further, if in the opinion of the board of directors, in its discretion, a nuisance continues after the timeframe set out to correct the nuisance, notwithstanding any steps taken by the Owner to eliminate such nuisance, then the board may revoke the Medically Exempt Unit exemption, at any time, upon written notice.

(f) The Medically Exempt Unit exemption shall automatically terminate upon the earlier of any of the following occurrences:

- (i) The medical requirement for the exemption ceases to exist;
- (ii) The Owner or Occupant requiring the medical exemption ceases to occupy the Medically Exempt Unit;
- (iii) The termination of a lease of a Medically Exempt Unit if the Occupant that was granted the exemption was a tenant of such Unit; or,
- (iv) The sale or transfer of the Medically Exempt Unit.

5. **Other:** The board of directors may, at its full and unfettered discretion, grant an exemption to this Rule on such terms and conditions the board of directors deems required from time to time. Any related or associated costs shall also be the subject Owner's sole responsibility. The subject Owner shall indemnify the Corporation for any and all costs the Corporation may incur as a result of addressing this request, failing which, the exemption may not be granted. Once granted, this exemption may be

revoked at any time as determined by the board of directors in its full and unfettered discretion upon written notice to the Owner.

6. **Costs:** All costs, charges and/or expenses, including professional costs and expenses on a full indemnity basis, incurred by the Corporation in connection with this Rule including, but not limited to, the enforcement of any provision in this Rule, shall be the sole responsibility of the Owner of the Unit that was the cause of incurring the cost, charge or expense. All such costs, charges and/or expenses shall be deemed to be an additional common expense attributable to the Owner's Unit and are recoverable as such.


The foregoing rule is hereby enacted by Toronto Standard Condominium Corporation No. 2346, said rule having been passed by the board of directors on 28 day of JANUARY, 2019 pursuant to Section 58 of the *Condominium Act, 1998*, as amended.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2346**

Per: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

  
Ben Moore  
President

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Vinesh Lala  
Secretary

We have authority to bind the corporation.