

Policy Name: Smoke Free Policy

Policy Category: Tenancy Management

1.0 Purpose

The purpose of this policy is to outline the principles and standards HCHC will use to enforce a smoke-free policy, roles and responsibilities of staff and tenants, and actions to deal with non-compliance.

2.0 Policy Introduction and Summary

Halton Community Housing Corporation (HCHC) is committed to promoting healthy and smoke-free environments to support the health and well-being of HCHC residents and staff by protecting them from the harmful effects of second-hand smoke.

This policy outlines the prohibition of smoking in both the interior and exterior of HCHC buildings, subject to limited exceptions as set out.

Smoking, vaping, and the use of a waterpipe, hookah, or shisha are prohibited in all interior common spaces and within nine (9) metres of any entrance, window, or air intake of an HCHC building. These activities are also prohibited in all residential units within HCHC buildings, except where an exemption applies as set out in this policy.

This policy will be implemented using a phased approach.

3.0 Definitions

"business invitee" include contractors, vendors, community organizations, or other providers of goods and services to residents or HCHC;

"common spaces" are defined as any area within HCHC property that are available for common use by tenants, occupants, and visitors, including but not limited to indoor areas such as elevators, hallways, parking garages, party or entertainment rooms, laundry facilities, lobbies and exercise areas, as well as outdoor areas owned by HCHC such as playgrounds or surfaces, parking lots, parks, lawns, gardens, and flowerbeds;

"current tenants" are defined as tenants with a valid Residential Tenancy Agreement with HCHC prior to September 1, 2026, and includes their occupants and visitors;

"HCHC property" is defined as all buildings and outdoor common spaces owned or operated by HCHC including but not limited to playgrounds, parks, sports fields, parking lots, lawns, and gardens;

"new tenants" are defined as residents who sign a Residential Tenancy Agreement with HCHC on or after September 1, 2026, and includes their occupants and visitors. If a current tenant transfers to another unit, the current tenant must sign a new Tenancy Agreement and comply with this smoke-free policy as a new tenant;

"occupants" are persons who live in a unit with a tenant, but are not leaseholders, or are persons who have signed an Occupational Housing Agreement;

"smoke-free" means the prohibition of smoking, vaping, and use of waterpipe/hookah/shisha in all HCHC property, including residential units, balconies/patios, and within nine (9) metres of an entrance, window or air intake;

or any enclosed common areas, in accordance with the *Smoke-Free Ontario Act, 2017*, which includes but is not limited to elevators, stairwells, hallways, laundry rooms, parking garages, etc.

“residential unit” is defined as consisting of a self-contained set of rooms located in a building or structure, and is used or intended for use as residential premises, and contains kitchen and bathroom facilities that are intended for the use of the unit only;

“smoking” includes the inhaling, exhaling, breathing, burning or holding of lit tobacco, nicotine, or cannabis in any form, the use of which generates smoke or vapour. This includes but is not limited to the use of cigarettes, cigars, tobacco, cannabis, shisha, hookah, waterpipes, herbal material, etc.;

“tenants” includes current and new tenants;

“vaping” refers to inhaling or exhaling vapour from an inhalant-type device or vapourizer, an electronic cigarette (e-cigarette) or holding an activated e-cigarette, whether or not the vapour contains tobacco, nicotine or cannabis;

“visitors” are persons who are invited to a leased residential unit by a tenant, but who do not live there;

“waterpipe/hookah/shisha” means any lit or heated smoking equipment, whether called a waterpipe or any other name, used to burn or heat tobacco or a non-tobacco substance or a combination thereof, with which the vapour or smoke may be passed through a water basin before inhalation.

4.0 Role of HCHC Staff

The role of HCHC staff in enforcing this policy is to:

- Encourage healthy communities by advising tenants of this policy;
- Ensure that all Regional employees and business invitees are aware of, and act in accordance with this policy;
- Work with tenants to ensure understanding and adherence to this policy where violations may occur, with an emphasis on education and providing support through cessation resources;
- Regularly monitor the smoke-free areas in and around the buildings/units when on site;
- Document violations of this policy;
- Record complaints received by tenants regarding violations of this policy;
- Communicate the policy clearly and effectively to prospective tenants during the renting or signing process of new leases; and
- Follow an escalation procedure up to Landlord and Tenant Board (LTB) action, including termination of tenancy in cases of repeated non-compliance.

5.0 Role of Tenants

The role of tenants in implementing this policy is to:

- Familiarize themselves with the HCHC *Smoke Free Policy*;
- Adhere to all aspects of the Smoke Free Policy, which may include a smoke-free clause, depending on when the Residential Tenancy Agreement was signed;
- Communicate all aspects of the policy to their occupants and visitors; and
- Report witnessed non-compliance with this policy to their Tenant Services Advisor.

6.0 Designated Smoking Areas

Designated Smoking Areas (DSAs) are outdoor areas where smoking or vaping is permitted. DSAs must be located at least nine (9) metres from any window, balcony/patio, air intake, entrance, or exit of a unit or building. If a building has a DSA, it will be clearly marked with appropriate signage.

7.0 Implementation

This policy will be implemented using a phased approach:

- Phase 1 (Summer 2025): all new Residential Tenancy Agreements in new buildings and retrofitted buildings effective on or after July 1, 2025, will contain a clause that requires that the unit (including balcony/patio) must be smoke-free.
- Phase 2 (September 2026): all new Residential Tenancy Agreements in existing buildings will contain a clause that requires that the unit (including balcony/patio) must be smoke-free.
- Phase 3 (November 2026): current tenants (grandfathered tenants who signed Residential Tenancy Agreements prior to the policy's adoption) will be encouraged to sign an addendum to their Agreement which will designate their unit as smoke-free. No current tenant, whether they smoke or not, shall be required to amend their Agreement.

The Phase 2 implementation date of September 2026 will allow time for staff to inform and consult with tenants regarding the implications of this policy and to notify contractors, service agencies and staff working in HCHC properties.

Existing buildings will be considered transitioning to 100% smoke-free until all units have a smoke-free agreement. Once all units have a smoke-free agreement, HCHC communities will be considered 100% smoke-free.

Halton Access to Community Housing (HATCH) application forms will be updated to indicate that units are 100% non-smoking across HCHC buildings.

8.0 Effects on Tenancies

8.1 New Tenants

Effective July 1, 2025, all new Residential Tenancy Agreements signed with HCHC for new buildings and/or retrofitted buildings will include a clause that prohibits smoking or vaping within residential units, any interior areas of the building, and within nine (9) metres of any windows, balconies/patios, air intakes, entrances, or exits to the unit/building.

Effective September 1, 2026, all new Residential Tenancy Agreements in existing buildings, or tenants transferring from another HCHC unit or building, or any current tenant that is re-signing their Agreement due to changes in number of occupants will include a clause that prohibits smoking or vaping within residential units, or any interior areas of the building, within nine (9) metres of any windows, balconies/patios, air intakes, entrances, or exits to the unit/building.

8.2 Current Tenants

If smoking is permitted in their existing Residential Tenancy Agreement, current tenants will be grandfathered, meaning they will be permitted to continue smoking or vaping for the length of tenancy in their current unit if they choose to do so, as long as it does not impact the reasonable enjoyment of neighbours and staff. However, current tenants must comply with the policy prohibiting smoking within nine (9) metres of any windows, balconies/patios, air intakes, entrances, or exits to the unit/building. Additionally, current tenants must comply with the *Smoke-Free Ontario Act, 2017* which includes restrictions on smoking in indoor and outdoor areas.

If a current tenant wishes their unit to be designated smoke-free, they will be supported to sign an addendum to their Residential Tenancy Agreement. HCHC encourages all current tenants to sign the addendum to their agreement to assist in contributing to cleaner, healthier air quality within HCHC buildings, with the intention of conversion to 100% smoke-free properties. As current tenants move out, the unit will be converted to a smoke-free unit and cannot be reverted.

Tenants who use oxygen therapy (supplemental oxygen) for medical purposes will not be allowed to smoke in their units.

9.0 Policy Exemptions

The following are exemptions to this policy:

9.1 Current Tenants

A current tenant who is permitted under their current tenancy agreement to smoke within their residential unit is exempt from this policy. This exemption applies only to the current tenancy agreement and does not continue upon execution of a new tenancy agreement, transfer to another residential unit, assignment of the tenancy, or any other change in tenancy status. If a current tenant transfers to another unit, they must sign a new Residential Tenancy Agreement and comply with the Smoke-Free Policy as a new tenant.

Current tenants and occupants, including their visitors may continue to smoke in their residential unit, including balconies/patios, or front yards and backyards (where applicable) as long as it does not impact the reasonable enjoyment of their neighbours and staff. However, they may not smoke in any indoor common areas or within nine (9) metres of any windows, balconies/patios, air intakes, entrances, or exits to the unit/building.

9.2 Medical Use of Cannabis

This policy does not prohibit the smoking or vaping of cannabis for medical use by tenants who have obtained the proper authorization to do so.

Tenants who qualify for this exemption must submit the completed Smoke Free Exemption Request Form to their Tenant Services Advisor. The form must indicate that the tenant must smoke or vape cannabis and is medically advised against leaving their unit to smoke or vape it elsewhere and cannot use alternative forms of cannabis. To grant the exemption, HCHC staff will be required to verify that the tenant has obtained authorization to use medical cannabis.

Efforts will be made by HCHC staff to work with the tenant to encourage other forms of cannabis consumption and/or attempt to mitigate any transfer of smoke or vapour from the medical use of cannabis to other units and tenants.

9.3 Traditional Use of Tobacco

HCHC recognizes smudging as a protected Indigenous spiritual practice.

10.0 Receiving Complaints

10.1 Complaints about Tenant Violations

When an HCHC tenant services staff member receives notice of a tenant, occupant, or visitor violation of this policy, they are to report the incident immediately to the Tenant Services Advisor or their delegate and take the following steps to ensure compliance with this policy:

- Ask complainant to place the concern in writing;
- Assure the complainant that steps will be taken to address the issue with the tenant who has allegedly violated the policy;
- Document the complaint in the tenant's file and review the accused tenant's file to determine whether they are grandfathered. If so, inform the complainant and discuss options with both parties to mitigate second-hand smoke exposure. If not:
- Make reasonable inquiries and gather available evidence to assess the complaint;
- Address the concern directly with the tenant alleged to have violated the policy including advising of the complaint received, providing information on smoking cessation services available through Halton Region Public Health, and articulating next steps that HCHC could take if further complaints are received;
- Should the tenant not comply, a second visit will take place and, if required, staff may discuss the possibility of looking for supports for this tenant or, in the case of a tenant who appears to experience challenges that complicate their ability to comply with the smoke-free policy (e.g., physical or mental health challenges, cognitive delays), a consultation with Halton Region Public Health will take place;

- TSA to send a follow-up letter to the tenant, outlining the visit details and what actions need to be taken to correct the situation;
- Should violations continue, TSA to request Manager to send a second follow-up letter to the tenant, advising of the third visit and corrective actions to take. Should the tenant not agree with the requirements, they can request an Internal Review;
- Should a third complaint be received and concerns continue, the appropriate enforcement steps under the *Residential Tenancies Act, 2006 (RTA)* may be taken against the tenant.

10.2 Complaints about Contractor/Vendor Violations

When an HCHC Maintenance Services staff member receives notice of a contractor/vendor violation of this policy, they are to report the incident immediately to the Supervisor, Maintenance Operations HCHC and take the following steps to ensure compliance with this policy:

- The contractor will be reminded verbally of the Policy by HCHC staff;
- A warning letter will be sent to the contractor;
- Should another infraction take place, a second letter will be sent to the contractor outlining the Smoke-Free Policy and advising them that their contract may be terminated should the violation continue;
- A third letter for non-compliance with the Smoke-Free Policy may result in termination of contract.

11.0 Documenting Violations

If an HCHC staff member observes a tenant, visitor or business invitee violating this policy, they will:

- Request that the individual immediately move out of the smoke-free area to nine (9) metres or more away from any windows, balconies/patios, air intakes, entrances or exits to the building/unit;
- Remind the individual of this policy, and
- Document the alleged violation and any subsequent violations and provide this information to the appropriate HCHC staff for official record.

12.0 Terminating a Tenancy for Violating this Policy

HCHC staff will work cooperatively with HCHC tenants to ensure that this policy is enforced using a progressive enforcement approach when addressing non-compliance. Failure to comply with this policy may lead to the termination of tenancy.

13.0 Questions & Contacts

For questions and inquiries regarding the policy, please contact:

- Your HCHC Tenant Service Advisor
- [Access Halton](#) - dial 3-1-1 from within Halton

For information on smoking cessation resources and supports, please contact:

- [Halton Region Public Health](#)
- [Smokers' Helpline](#) - dial 1-877-513-5333 or text "iQuit" to 1-2-3-4-5-6
- [Don't Quit Quitting](#)

Related Policies and Resources	HCHC Tenancy Agreement <i>HCHC Tenant Handbook</i>
Related Legislation	<i>Residential Tenancies Act, 2006</i>

HCHC policies can be found online at halton.ca



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