

Helen's Court Co-op Handbook

Section 17. Clean Air Policy



PURPOSE AND SCOPE

Because smoke can cause extensive damage to units, because exposure to second-hand smoke is a health hazard, and because quiet enjoyment of our units includes the right to clean air, Helen's Court Housing Co-op (the "Co-op") is moving towards becoming a non-smoking co-op.

The Co-op respects the rights of all members, including those who smoke/vape and those who do not.

DEFINITIONS

1. "Smoke" or "Smoking" includes the burning of a cigarette, cigar or any substance using a pipe, hookah pipe, lighted smoking device, or electronic smoking device. It also includes any ordinary use of any tobacco or product whose use generates smoke.
2. "Vape" or "Vaping" includes the inhaling, exhaling, burning or ordinary use of any electrical or mechanical device to produce vapour for the primary purpose of inhalation, and any other device that produces vapour for the primary purpose of inhaling. This does not include the use of a humidifier.
3. "Quiet enjoyment" is an important legal principle that gives every member, among other things, the right to freedom from unreasonable disturbances. Unreasonable and ongoing exposure to second-hand smoke may be considered a violation or breach of quiet enjoyment.

POLICY

4. Notwithstanding any provision of the Occupancy Agreement and the Rules, Smoking and Vaping are prohibited in all interior and exterior areas of the co-op with the following exception:
on patios and balconies, unless all the adjacent neighbours give explicit permission to smoke on the patio or balcony;
5. The Co-op recognizes that the right to clean air may conflict with Smoking and Vaping at the Co-op, and that this conflict can result in a disturbance of quiet enjoyment. If a situation arises in which neighbours can't directly resolve a conflict related to Smoking or Vaping, they may approach the Dialogue and Peace Committee. If conflicts cannot be solved with the help of the Dialogue and Peace Committee, they will be reviewed by the Board on a case-by-case basis.
6. The Co-op will charge member(s) for any premature wear to capital items or damages in their unit and/or other units caused by Smoking and Vaping, including discoloration and odour.

EXCEPTION

7. At the time this policy is adopted, all Co-op members are considered "grandfathered" in and may continue to Smoke and Vape:

- inside units inside their units with the understanding that liability still applies as per section 6 of the policy, and
- on patios and balconies designated as part of their unit, so long as all adjacent neighbours agree for them to do so.

8. This exception will only apply to the “grandfathered” members, and will expire once the “grandfathered” member moves out of the Co-op.