

1. Authority

This Policy is issued under the authority of the Yukon Housing Corporation (“YHC”) Board of Directors.

1.1 *Residential Landlord and Tenant Act*, SY 2012, c. 20:

33 (1) A landlord must provide and maintain residential property in a condition that

(a) complies with the health, safety and housing standards required by the regulations and other law;

1.2 *Residential Tenancies Regulation*, O.I.C. 2015/193:

2 (4) A tenant must not do anything at or in respect of the rental unit or any other part of the residential property that would reasonably be expected to create a health, fire or safety hazard.

1.3 *Housing Corporation Act*, RSY 2002, c. 114:

4 (2) Without restricting the generality of subsection (1), the corporation may undertake, carry to completion, or assist in the provision, development, maintenance, and management of housing

(a) generally;

(b) for families and individuals;

(c) for employees of the public service;

(d) for students;

(e) for senior citizens; and

(f) for families and individuals receiving social allowances or social assistance.

2. Principles

2.1 Yukon Housing Corporation is committed to maintaining smoke-free residential units.

2.2 Smoking poses a health and safety risk to tenants, tenant guests, YHC staff and contractors. Smoking impacts air quality and has adverse health effects through second hand smoke.

2.3 Smoking can cause fire, damage, and significant maintenance and repair costs to buildings and property.

2.4 Smoking interferes with other tenants’ reasonable enjoyment of their residential units.

3. Application

- 3.1 All units, buildings, and properties owned and operated by the YHC under the Rent Geared to Income Housing Program and the Staff Housing Programs (the “Programs”) shall be designated as smoke-free.
- 3.2 This Policy applies to all tenants and tenant guests. All tenants or tenant guests must comply with the terms of the Policy set out herein.
- 3.3 Terms of this Policy shall form part of every YHC Tenancy Agreement.
- 3.4 Except where authorized through section 9 of the Policy, any tenant found to have violated the terms of the Policy shall be considered to have broken a material term of the Tenancy Agreement.
- 3.5 The housing manager/tenant relations officer shall enforce the Tenancy Agreement and follow-up on reported violations of the policy.
- 3.6 Failure of a tenant to comply with tenant responsibilities outlined in this policy within a reasonable time after YHC provides written notice will result in termination of tenancy.

4. Purpose

- 4.1 The purpose of this Policy is to explain how the obligations of smoke-free accommodation are determined under the Programs for the Rent Geared to Income and Staff Housing Residential Tenancy Agreements. This Policy is incorporated by reference into those Residential Tenancy Agreements.

5. Definitions

- 5.1 “Smoking” includes the exhaling or carrying of any ignited cigarette, cigar or other similar product containing tobacco or any other organic substance and whose use produces smoke.
- 5.2 "Unit" means the housing unit listed in the Tenancy Agreement.
- 5.3 “Private balcony” means a balcony or porch affixed and accessible only to the unit listed in the Tenancy Agreement.
- 5.4 "Enclosed part of the building" includes the front lobby, hallways, elevators, corridors, stairwells, laundry rooms and all common areas.
- 5.5 "Fire-proof container" includes tin cans, designated smoking refuse receptacles, and ash-trays.
- 5.6 "Tenant” means a person who has been granted a temporary right of occupancy in Yukon Housing Corporation accommodations, subject to the terms of the Tenancy Agreement and applicable Yukon legislation.
- 5.7 “Tenant guest” means a person permitted on the property by the tenant and

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includes but is not limited to: another tenant, friend, family, neighbour, contractor, agent, household worker or other person hired by the tenant or resident to provide services or products.

- 5.8 "Policy" means the Smoke-Free Housing Policy articulated herein.
- 5.9 "YHC" means Yukon Housing Corporation.

6. Notification

- 6.1 Tenants shall be informed of the Policy when they sign the Tenancy Agreement.
- 6.2 Local housing managers shall communicate the Policy to existing tenants and prospective tenants at the time of move-in.
- 6.3 Tenants shall communicate the Policy to tenant guests.
- 6.4 Tenants who are found non-compliant will be given a first-offence warning letter reminding them of the terms of the Tenancy Agreement related to smoking, a second notification will be sent if the tenant continues to be non-compliant with the Policy, advising them that the third notification will be their eviction notice.
- 6.5 Failure of a tenant to comply with tenant responsibilities outlined in this policy within a reasonable time after YHC provides written notice will result in termination of tenancy.

7. Tenant Responsibility

- 7.1. The tenant must:
 - 7.1.1. refrain from smoking anywhere within the interior of the unit identified in the Tenancy Agreement and any enclosed part of the building;
 - 7.1.2. ensure that no tenant guest smokes anywhere within the interior of any unit or any enclosed part of the building;
 - 7.1.3. ensure a fire-proof container is used to dispose of cigarettes, cigars or any similar product used by the tenant or a tenant guest; and,
 - 7.1.4. promptly report to the housing manager/tenant relations officer infractions of the Policy.

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8. Permits

- 8.1. Smoking is permitted:
 - 8.1.1. on private balconies;
 - 8.1.2. five metres away from entrances to multi-unit YHC residential buildings, including duplexes; and,
 - 8.1.3. at entrances that lead directly into single-detached YHC housing units.

9. Damages and Costs

- 9.1. Tenants are responsible for the costs associated with the damage and remediation of damages associated with the tenant or tenant guest smoking in the Unit. These costs shall be calculated and charged to the tenant in accordance with the YHC Tenant Charge Backs Policy.
- 9.2. YHC shall not be held responsible for any furniture, clothing and/or other personal items or household effects damaged or misplaced during, or as a result of, the remediation of smoking related damages and/or smoking infractions on the part of any tenant or any tenant guest.

10. Administration

- 10.1. This policy shall be reviewed as required.

YHC APPROVAL	<i>Effective Date: May 5, 2016</i>	<i>Version Number:</i>
	<i>President, YHC</i> <i>Approval: (original signed)</i>	<i>Chair, YHC Board</i> <i>Approval: (original signed)</i>