Pursuant to Subsection 58 of the *Condominium Act, 1998*, S.O. 1998, c.19 (the "**Condominium Act**"), and by resolution passed by the Board of Directors at a meeting held on Oct 23, 2018, the Corporation hereby provides notice of the enactment of Rules with respect Cannabis Rules (the "**New Rules**").

The New Rules will come into effect on Nov 30, 2018, or when the owners approve the rule at a meeting of owners, if the board of directors receives a requisition for the meeting under subsection 46 of the *Condominium Act* within thirty (30) days after this notice. The *Condominium Act* provides that owners have the right, in accordance with section 46 of the *Condominium Act* and within 30 days of receiving this notice, to requisition a meeting of Owners.

This notice is provided to you pursuant to subsection 58(6) of the Condominium Act and, further to the requirements of said subsection, enclosed please find: (i) a copy of the New Rules, and (ii) the text of subsection 58(6) and section 46 of the *Condominium Act*.

SECTION 46 OF THE *CONDOMINIUM ACT, 1998*, S.O. 1998, c. 19

Requisition for meeting

46 (1) A requisition for a meeting of owners may be made by those owners who at the time the board receives the requisition, own at least 15 per cent of the units, are listed in the record maintained by the corporation under subsection 47 (2) and are entitled to vote. 1998, c. 19, s. 46 (1).

Form of requisition

(2) The requisition shall,

(a) be in writing and be signed by the requisitionists;

(b) state the nature of the business to be presented at the meeting; and

(c) be delivered personally or by registered mail to the president or secretary of the board or deposited at the address for service of the corporation. 1998, c. 19, s. 46 (2).

Same, removal of directors

(3) If the nature of the business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director who is proposed to be removed, the name of the director, the reasons for the removal and whether the director occupies a position on the board that under subsection 51 (6) is reserved for voting by owners of owner-occupied units. 1998, c. 19, s. 46 (3).

Duty of board

(4) Upon receiving a requisition mentioned in subsection (1), the board shall,

(a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting; or

(b) otherwise call and hold a meeting of owners within 35 days. 1998, c. 19, s. 46 (4).

Non-compliance

(5) If the board does not comply with subsection (4), a requisitionist may call a meeting of owners which shall be held within 45 days of the day on which the meeting is called. 1998, c. 19, s. 46 (5).

Reimbursement of cost

(6) Upon request, the corporation shall reimburse a requisitionist who calls a meeting under subsection (5) for the reasonable costs incurred in calling the meeting. 1998, c. 19, s. 46 (6).

SUBSECTION 58(6) OF THE *CONDOMINIUM ACT, 1998*, S.O. 1998, c. 19

Notice of rule

(6) Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,

(a) a copy of the rule as made, amended or repealed, as the case may be;

(b) a statement of the date that the board proposes that the rule will become effective;

(c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8); and

(d) a copy of the text of section 46 and this section. 1998, c. 19, s. 58 (6); 2015, c. 28, Sched. 1, s. 54 (2).

17. CANNABIS-FREE ENVIRONMENT AND TOBACCO RESTRICTION AND NUISANCE

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: 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 by 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; and, (iii) a disproportionate consumption of utilities, including water;

C. Offensive odours created or generated from smoking cannabis and/or 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 (i) prohibiting the smoking of cannabis, (ii) prohibiting the production or cultivation of cannabis, and (iii) regulating the nuisances and hazards from smoking tobacco 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 these rules.

NOW THEREFORE, the Corporation hereby enacts this section 17 to its rules:

17.1 Definitions: The terms herein shall have the same meaning as the terms in the Condominium Act, 1998, S.O. 1998, c. 19 and the declaration, as the case may be and, in addition, for the purpose of this Rule 17:

(a) "Owner" shall mean the registered owner of a Unit in the Corporation.

(b) "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.

(c) "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 or growing of cannabis plants.

(d) "Unit" shall mean any unit as identified in the Corporation's declaration.

Cannabis Free Environment

17.2 No one shall

(a) Smoke cannabis, or any other substance not otherwise permitted hereunder,

(b) use an electronic cigarette and/or any such device the purpose of which is to inhale and exhale cannabis vapour,

(c) hold any lighted cannabis, or any other substance;

(d) hold any activated electronic cigarette and/or any such device the purpose of which is to inhale and exhale cannabis vapour,

on any part of the property (including, for clarity, the units and common elements) at any time, unless they qualify for an exemption as in 17.4, below.

17.3 No one shall keep, cultivate or engage in the Production of Cannabis on any part of the property (including, for clarity, the units and the common elements).

17.4 In the event that any Owner or resident requires an exemption of the application of these rules on a disability related ground, the said Owner or resident shall furnish to the Corporation a comprehensive report from the diagnosing doctor, or other health professional, with specificity and substance, and which includes a diagnosis of some recognized disability, or at least a working diagnosis or articulation of clinically-significant symptoms, and setting out the manner in which the substance in respect of which the Owner or resident seeks an exemption, treats the said disability. In the event that any Owner or resident qualifies for an exemption, the use of cannabis shall be

restricted solely to the Unit in which the Owner or resident resides; cannabis shall not be used on any common element, exclusive or otherwise.

Rules Regulating the Smoking of Tobacco

17.5 No one shall:

(a) smoke tobacco (for the purposes of these rules "tobacco" shall include any similar substance not otherwise prohibited by these rules or the law),

(b) use an electronic cigarette and/or any such device the purpose of which is to inhale and exhale tobacco vapour,

(c) hold any lighted tobacco or any other substance;

(d) hold any activated electronic cigarette and/or any such device the purpose of which is to inhale and exhale vapour,

on any part of the property (including, for clarity, the units and common elements) except on the exterior common elements no closer than nine (9) metres of any entrance, window or door to the building.

17.6 The Board may, in its discretion, grandfather an existing smoking use of tobacco in a dwelling Unit, excluding illegal substances, for the period until the Owner/tenant no longer resides in the Unit (the "**Grandfathered Unit**"), subject to the following:

(a) In order to be considered for a Grandfathered Unit exemption, the Owner of the subject dwelling Unit must notify the Corporation of the existing smoking use, in writing, within 30 days of the date these rules become effective. The notification will be held in the Owner's folder. The obligation to notify the Corporation is that of the Owner. The failure to notify the Corporation within 30 days shall disqualify the subject dwelling Unit from being granted a Grandfathered Unit exemption.

(b) The Board may revoke a Grandfathered Unit exemption with written notice to the subject Owner if smoking use become a nuisance, in their discretion, acting reasonably.

(c) A Grandfathered Unit exemption shall be automatically terminated upon: (i) the sale or transfer of the Grandfathered Unit; or (ii) if the person(s) ceases to reside in the Grandfathered Unit.

17.7 If an Owner or Occupant smokes cannabis as a result of (and subject to) a medical exemption as in Rule 17.4, above, or if an Owner or Occupant is permitted to smoke tobacco as a result of (and subject to) a Grandfathered Unit exemption as in Rule 17.6, above, the smoking shall be subject to the following:

(a) If the board of directors determines, in its discretion, acting reasonably, that any smoke or odour is migrating to the common elements or another Unit (regardless of whether or not the Unit is adjacent to the offending Unit), and that the

migration of such smoke or odour is an unreasonable nuisance, or unreasonably interferes with the use or enjoyment of another Unit or the common elements, then the Owner of the Unit from which the said smoke or odour is migrating shall take all steps that the board of directors deems necessary to eliminate or abate the nuisance or interference within the timeframe to be established by the board of directors at such Owner's sole cost and expense. No steps taken in this respect shall affect any building system including corridor pressurization and air flow. If it is not possible to prevent smoke and/or vapour migration without effecting building systems, then the owner or resident shall not be permitted to smoke tobacco or cannabis on the property (including, for clarity, the units and common elements).

(b) Further, if in the opinion of the board of directors, in its discretion acting reasonably, an unreasonable nuisance or unreasonable interference continues after the timeframe set out to correct the nuisance or interference, notwithstanding any steps taken by the Owner to eliminate such nuisance, then the board of directors may:

(i) Undertake such abatement measures that it deems necessary in the circumstances (provided, as above, that no such steps shall affect any building system including corridor pressurization and air flow) and the Owner of the subject unit shall be liable to the Corporation for all costs and expenses, including professional costs and expenses and legal costs and expenses on a full indemnity basis incurred by the Corporation in abating the transmission of such tobacco smoke or odour; and/or,

(ii) Require that the smoking of tobacco or cannabis immediately and permanently cease.

17.8 No burning tobacco, or other substance, and no butts, stubs, rolls, ashes or other potential fire hazard shall be thrown out of any window or door, tossed over any balcony or terrace, or be discarded anywhere on the common elements. All tobacco products shall be extinguished in a deep, non-combustible ashtray or other similar approved smoking receptacle.

17.9 If the board of directors determines, in its discretion, acting reasonably, that any smoke or odour is migrating to the common elements and that the migration of such smoke or odour is an unreasonable nuisance, or unreasonably interferes with the use or enjoyment of a Unit(s) or the common elements, then the smoking shall cease.

General Considerations

17.10 Owners and residents shall ensure that any guests, invitees, or others, also comply with these rules.

17.11 These rules are in addition to any legislation and/or regulation enacted by the Province of Ontario or Canada, with respect to the smoking, use, and/or cultivation of tobacco, cannabis, electronic cigarettes, or other substances of a similar nature.

17.12 No illegal or illicit substances shall be used or kept on the property of the Corporation.

17.13 Where there is a conflict between a provision of the Rules and a provision in any other of the Corporation's rules, the provisions in these rules shall prevail.

17.14 All costs, charges and/or expenses, including professional costs and expenses on a full indemnity basis, including the Corporation in connection with these rules including, but not limited to, the enforcement of any provision in these rules, 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.