



## A LANDLORD'S HOW-TO GUIDE SMOKE-FREE POLICY FOR EXISTING BUILDINGS

If you are the owner or property manager of one or more buildings and want to convert them to smoke-free status, this section will provide you with some useful tips about how to make it happen.

Rest assured you won't have any trouble attracting tenants to your smoke-free building due to the high [demand](#) for smoke-free housing in Nova Scotia. Plus, you'll reap the benefits of reduced complaints, costs, and fire risks of maintaining buildings where smoking is allowed.

Remember that all existing tenants must be notified in writing of the new no-smoking rule four months before their lease anniversary date.

On this page you will find four easy steps to make and keep your buildings smoke-free!

### **Develop Your Policy**

1. Decide whether you want to designate one or all of your buildings as smoke-free.

If you have several buildings, and aren't sure which building to make smoke-free, consider conducting a [survey](#) of your residents.

A survey will:

- Identify which building has the fewest number of smokers.
- Provide you with an estimate of how long the conversion process may take (each existing tenant needs written notice of the no-smoking rule four months before their lease anniversary date).
- Identify how many tenants would prefer to live in a smoke-free building.
- Prepare tenants that you will be designating one of your buildings as smoke-free.

Consider offering incentives to residents to move to another of your buildings. Example: If only two tenants in Building A smoke, offer incentives for them to move to Building B, so that Building A can become smoke-free.

2. Decide the type of policy you want to implement.

Most attractive to non-smoking tenants, and easiest to enforce, is to make your entire property smoke-free, including inside rental units, on patios and balconies, and the grounds up to the property line. The most common sources of second-hand smoke include patios, balconies and open windows.

If you choose to designate an outdoor smoking area to accommodate smoking tenants, ensure it is at least four meters from doors, windows, units, balconies, patios and entrance ways.

See below for a sample no-smoking clause that can be included in your tenancy agreement.

“It is a material term of this tenancy agreement that smoking of any combustible material in the rental unit or on the residential property is prohibited.”

3. Implement Your Policy

This is a simple process that requires no approvals from any government agency.

a. Choose an effective date and notify existing tenants and staff.

Inform your existing tenants by letter four months before their lease anniversary date that the building will be changing to a smoke-free property. Refer to the following Tools: [sample tenant notification letter](#).

While you cannot ban smoking in existing tenancies until all tenants have been notified four months before their lease anniversary date, you can offer all tenants the opportunity to sign an addendum to their current tenancy agreement, agreeing not to smoke on the property.

b. Amend your tenancy agreements for all new tenancies.

Incorporate the no-smoking policy into all new tenancy agreements;  
or

Add an [addendum](#) to the tenancy agreement listing all the terms of the no-smoking policy and ensure both landlord and tenant sign it. (Landlords and tenants can agree to and include additional terms in a tenancy agreement, such as whether smoking is permitted on the premises).

The Residential Tenancy Program provides a sample Residential Tenancy Agreement. Landlords can customize their tenancy agreements, as long it complies with all laws and rules. Visit the [Residential Tenancies Program website](#) to access forms on-line.

#### 4. Promote Your Policy

- Post “no-smoking” signage in appropriate locations on the property.
- Advertise your smoke-free units in directories or websites where your building is listed. Going smoke-free is a marketing advantage.
- Register your smoke-free building on our online [Smoke-Free Housing Registry](#).
- View our [Smoke-Free Housing Registry](#) for a list of landlords that have smoke-free policies for some or all of their buildings. You can also check out our [News](#) page for more inspiring accounts of going smoke-free.

#### 5. Enforce Your Policy

If a tenancy agreement includes a no-smoking clause, such clauses have been accepted as a material term of the tenancy agreement, giving the landlord the right to end the tenancy for continued violation. Use the same warning/enforcement methods for the no-smoking policy that you use for any other violation of a material term of a tenancy agreement.

Steps for enforcing a no-smoking policy included in a tenancy agreement:

- a. If there is evidence that a tenant is smoking in violation of the no-smoking policy, issue a “breach letter” advising the tenant that:
  - i. They have breached a material term of the tenancy agreement (give specific examples of the breach).
  - ii. Make a specific statement regarding the compliance required, such as “stop smoking anywhere on the residential property” or “confine your smoking to the designated area of the property”.
  - iii. Clearly state that failure to comply could result in the tenancy ending.
- b. Be sure to document any and all violations, and if possible, get witnesses who would be able to testify to incidents of smoking by the tenant.
- c. If the tenant fails to comply with the "breach letter," you may issue a Notice to End Tenancy for Cause using the appropriate [Residential Tenancies Program](#) form. Be sure the notice is served on the tenant.
- d. If the tenant disputes the Notice to End Tenancy, the landlord must

provide evidence to prove the reasons for ending the tenancy.

- e. Go to the [Interference with Occupancy](#) section for steps on how to address complaints of second-hand smoke drifting into non-smoking units.