

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2418**  
(the “Corporation”)

**CANNABIS SMOKE-FREE ENVIRONMENT RULES**

**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: (i) 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. The federal government intends to legalize cannabis and regulate the personal consumption of cannabis, including the cultivation or growing of cannabis plants;
- C. Offensive odours created or generated from smoking cannabis 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. Improperly discarding 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;
- E. The Board of Directors has determined that prohibiting the smoking of cannabis on condominium property is a reasonable way to prevent damage to the units and common elements, and to protect owners and residents from unreasonable nuisance and interference with the use and enjoyment of the units and the common elements; and,
- F. It is intended that this Preamble shall form an integral part of these rules.

**NOW THEREFORE**, the Corporation hereby enacts the following Cannabis Smoke-Free Environment Rules:

**1. Definitions:** For the purpose of these rules:

- (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) “**smoking**” shall include the inhaling, breathing, carrying, vaping or possession of any lit and/or smoke-producing cannabis substance.
- (d) “**unit**” shall mean any unit as identified in the Corporation’s declaration.
- (e) “**exclusive use common elements**” shall mean all balconies and terraces including those terraces identified in Schedule F of the Corporation’s declaration.

**2. Restrictions on Smoking Cannabis in/on the Common Elements:**

Smoking cannabis is prohibited:

- (a) on or in any exclusive-use common elements appurtenant to any unit;
- (b) in any common elements;
- (c) on the Sky Lounge;
- (d) at the Designated Smoking Area on the north side of the building; and,
- (e) within nine (9) meters of any door or window of any building or structure on the property.

**3. No Smoking Cannabis in the Units:** Except as provided in Section 4 below, smoking cannabis is strictly prohibited in all units and the common elements, including the exclusive use common elements.

**4. Medical Exemption:**

- (a) The Board of Directors may, in its discretion, grant a medical exemption to an owner or occupant in order to accommodate the smoking of cannabis on medical grounds. The medical exemption, if applied, is available only to the owner or occupant that requires the exemption, and not to any co-owner, other occupant, guests or visitors of the unit.
- (b) In order to be considered for a medical exemption, the owner or occupant of the unit must notify the Corporation of the medical requirement for an exemption, in writing, and shall provide the Board of Directors with documentary evidence from a licensed physician in the Province of Ontario treating the owner or occupant seeking the exemption. Such documentary evidence shall, among other things, clearly state in writing that there is no other means of ingesting, administering or otherwise using the medically required substance other than by smoking such substance. The Board of Directors, acting reasonably, may at any time request that the medical requirement for the substance be reconfirmed and/or require that any additional documentary evidence be provided to establish and/or re-establish the medical requirement for the substance.
- (c) If an owner or occupant is granted a medical exemption by the Board of Directors, as determined by the Board of Directors in its discretion, such exemption must be confirmed in writing in order to be effective, and may be subject to any conditions that the Board of Directors deems reasonably necessary from time to time.
- (d) Where a medical exemption is granted, the owner or occupant who was granted the exemption, as the case may be, shall ensure that:
  - (i) smoking and/or the production of cannabis is entirely contained in the unit;
  - (ii) all windows and exterior doors to the unit are closed when smoking the substance in the unit;
  - (iii) the exhaust fans in the unit are turned on when smoking the substance in the unit; and,
  - (iv) all adequate air filters and/or purifiers are installed to prevent second-hand smoke from entering other units or the common elements.

- (e) If, in the opinion of the Board of Directors, and in its sole discretion, the smoking of the substance is a nuisance, then, notwithstanding the foregoing, the owner of the unit shall take all steps or make alterations that the Board of Directors deems necessary to eliminate the nuisance within the timeframe to be established by the Board of Directors. Such steps may include entering into an alteration agreement in accordance with Section 98 of the *Act*, if alterations to the common elements are required. Any associated costs will be the sole responsibility of the owner unless the nuisance is solely caused by a defect or deficiency in a common element. Further, if, in the opinion of the Board of Directors, in its discretion, a nuisance continues after the timeframe set out to correct the nuisance, notwithstanding any steps taken by the owner or Corporation to eliminate such nuisance, then the Board may revoke the medical exemption, at any time, upon written notice.
- (f) The medical exemption shall automatically terminate when the medical requirement for the exemption ceases to exist.

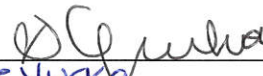
**5. Costs:**

All costs, charges and/or expenses, including professional costs and expenses on a full indemnity basis, incurred by 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.

The foregoing rules are hereby enacted by Toronto Standard Condominium Corporation No. 2418, said rules having been passed by the Board of Directors on 10th day of May, 2018 pursuant to Section 58 of the *Condominium Act, 1998*, as amended.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2418**

Per:   
Name: Klaus Buechner  
Title: President

Per:   
Name: Dale Yurko  
Title: Vice-President/Secretary  
We have authority to bind the corporation.