



Sample Caution Notice to Tenant

To Tenant	
Suite Address	
Date(s) of Occurrence(s)	
Incident	

Please be advised that the incident(s) reported is a breach of Sec. 47(1) of the Residential Tenancy Act and a breach of a reasonable material term of the Standard Residential Tenancy Agreement we have with each other. By means of a mark, in one of the boxes of the text of Sec. 47 (1) below, we indicate the applicable grounds under which your tenancy could be ended.

The Residential Tenancy Act, Sec.47 (1) -- Grounds for Termination

(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(d) the tenant or a person permitted on the residential property by the tenant has:

- I. significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
- II. seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
- III. put the landlord's property at significant risk;

(h) the tenant

- I. has failed to comply with a material term, (**i.e. no-smoking clause**) and
- II. has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

We are requesting you take immediate steps to permanently correct this situation by doing the following:

(Sample corrective actions)

- Cease smoking any combustible materials anywhere on the residential property, including inside your rental unit, in accordance with your tenancy agreement.
- Cease smoking any combustible materials anywhere on the residential property, including your balcony or patio. You may smoke only inside your rental unit, in accordance with your tenancy agreement.
- Cease smoking any combustible materials anywhere on the residential property, in accordance with your tenancy agreement, except in the following designated areas: (state rental unit yes or no, plus define area, such as "patio outside parking area")
- Arrange to smoke combustible materials in an area of the residential property that will ensure second hand smoke does not enter any other rental units.
- Arrange to smoke combustible materials as follows.....

Please be advised that should there be any further incident or circumstances warranting termination of tenancy, we will have no alternative but to issue such notice. We look forward to your cooperation in this matter.

Yours truly, Property Management Company

For further information visit: www.smokefreehousingbc.ca