



Move to a Smoke-Free Building

As a last resort, if a negotiated solution cannot be achieved, you may need to consider moving to protect your health and ensure the well-being of your family. If this means having to be freed from a fixed term lease, negotiate a mutual agreement with your landlord to end this tenancy without penalty. It may be difficult to end the lease without penalty unless you can prove the landlord has breached the lease.

Also, keep in mind that you have up to two years after moving to make an application to the Residential Tenancy Branch to recover your moving costs if you so choose – so keep your bills.

If you want to live in a 100% smoke-free building, ensure that there is a “no-smoking” clause in your tenancy agreement that states the entire building is smoke-free, including the units, outdoor balconies and patios and the whole residential property.

When talking to potential landlords, here are some questions to ask about the no-smoking policy:

- What areas of the building are smoke-free – is the entire building smoke-free, including individual units, balconies and the residential property.
- Is there a designated smoking area permitted on the outside property, and if so, is it far enough away to ensure that smoke cannot travel into private units or balconies.
- Is the no-smoking policy a clause included in the tenancy agreement (or the attached addendum)?
- How long has the no-smoking policy been in effect? Has the building always been smoke-free or was it converted to smoke-free status over time?
- Did the previous tenant smoke in the unit you are considering?
- If the building was designated as smoke-free, but there are still grandfathered units where smoking is allowed, does the landlord know approximately how many smoking tenants are still residing in the building, and where are they located?
- Does the landlord consistently enforce no-smoking policy violations in the building?
- How would the landlord respond if you made a complaint about a smoking tenant in a unit where smoking is still permitted?
- If you can't find a smoke-free building, you can reduce the chances of smoke infiltrating your home by renting an end unit on the lowest floor*.

Precedent Supreme Court Decision: Check out our website for a BC Judge's decision that overturned a Residential Tenancy Branch decision in favour of the landlord requiring the tenant pay damages of \$5,345 for breach of contract. The tenant moved in violation of the tenancy agreement due to second-hand smoke.

* **Source:** Center for Energy and Environment: Survey of Minnesota Renters Regarding Second-Hand Smoke Movement in Apartment Buildings.

For more info visit www.smokefreehousingbc.ca