



**Pathway Housing & Support Services Inc.**

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**SCHEDULE "I"**

**NO SMOKING AND NO CULTIVATION LEASE ADDENDUM**

Reference is hereby made to a lease and/or tenancy-at-will agreement ("Lease") by and between the Tenant and the Landlord. The following additional provisions shall be fully applicable to the Lease and made part thereof as though included within the Lease itself.

**DEFINITIONS:** Smoking shall include the combustion of any cigarette, cigar, pipe tobacco, roll-your-own tobacco, other product containing any amount of tobacco, or other like substance, including marijuana, vaping and e-cigarettes.

**NO SMOKING RULE:** The Tenants, Occupants, and their invitees are prohibited from engaging in the smoking in the Rented Premises, other than in common areas outside of the building where smoking may be permitted, unless same is required to accommodate a person under the provisions of the *Human Rights Code*. Smoking shall be prohibited throughout the entire building and grounds, including but not limited to, inside all tenants' units, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds and building facilities.

**COMPLIANCE:** Tenant shall inform Tenant's guests of the no smoking rule. Tenant shall promptly give Landlord notice of any incident of smoking or migrating secondhand smoke.

**NO CULTIVATION RULE:** The Tenants or Occupants of the Rented Premises shall not engage in the cultivation or growing of cannabis (marijuana) in the Rented Premises. A breach of this Rule shall be a sufficient basis for the Landlord to seek termination of the tenancy based on the Tenant's interference with the legal interest of the Landlord and other tenants at the residential complex. If there are *Human Rights Code* issues were cultivation and growing of cannabis is deemed necessary to accommodate the needs of a tenant or occupant of the Rented Premises, such activity shall not be conducted at the Rented Premises or the Residential Complex

**DISCLAIMER:** Tenant acknowledges the following: a) that the implementation and/or enforcement of the no smoking rule shall not make the Landlord a guarantor of Tenant's health; b) the implementation and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that Landlord's ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the Tenant. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the unit or common areas will be free from secondhand smoke during implementation and enforcement efforts by Landlord or based on the migration of secondhand originating from areas located off of the property.

IMPLEMENTATION DATE: This lease addendum shall be effective as of \_\_JANUARY 1 2021\_\_.

WITNESS the execution hereof under seal this      day of     , 202  .

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant